AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicble)
0002	16 Dec 1999	W45XMA-9207-9436	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Department of the Army Corps of Engineers Fort Worth District			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICIATION NO.
	X	DACW63-00-R-0002
		9B. DATED (SEE ITEM 11) 26 November 1999
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] 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 0 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPIRATION DATA (If required)

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (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 [X] 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 Contingency Support for INS, Temporary Expansion Facilities, U.S. and all U.S. Territories, Commonwealths, Possessions, and Protectorates, 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 (Signature of Contracting Officer)	16C. DATE SIGNED

Item 14. Continued.

1. **CHANGES TO SECTION A SOLICITATION OFFER AND AWARD**

Section A – Replace the original Section A with the attached Section A.

2. **CHANGES TO SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

Section B – Replace the original Section B with the attached Section B.

3. **CHANGES TO SECTION C DESCRIPTION/SPECS./WORK STATEMENT**

Section C – Replace the original Section C with the attached Section C.

4. **CHANGES TO SECTION G CONTRACT ADMINISTRATION DATA**

Section G – Replace the original Section G with the attached Section G.

5. **CHANGES TO SECTION H SPECIAL REQUIREMENTS**

Section H – Replace the original Section H with the attached Section H.

6. **CHANGES TO SECTION I CONTRACT CLAUSES**

Section I – Replace the original Section I with the attached Section I.

7. **CHANGES TO SECTION J LIST OF ATTACHMENTS**

Section J – Appendix A – Replace the Sector Map Site Location page with the attached Sector Map Identified Sites page.

Section J – Appendix B – Replace the original “Appendix B” with the attached “Appendix B” to include the attached “Attachment A” to “Appendix B.”

Section J – Appendix E – Replace the original “Appendix E” with the attached “Appendix E”.

Section J – Appendix F – The attached “Appendix F” – Wage Rates, is incorporated into the solicitation.

8. **CHANGES TO SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

Section L – Replace the original Section L with the attached Section L.

Item 14 Continued.

9. **CHANGES TO SECTION M EVALUATION FACTORS FOR AWARD**

Section M – Replace the original Section M with the attached Section M.

10. **FILE ERROR ON WEB PAGE**

The official copy of the solicitation, as stated on the web page, is the CD ROM, Floppy Disk and or faxed media. Although the files that are placed on the web page are normally identical to that on the above media, an error occurred on this solicitation.

The Files for this solicitation were originally issued both on the CD ROM and the web page. While the CD ROM was issued with the correct files, an error was made in creating Section J, Appendix B and Attachment A to Appendix B on the executable zip file for this solicitation. This amendment replaces the incorrectly displayed Appendix and Attachment.

END OF AMENDMENT

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE 3 OF PAGES 289

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	DACW63-00-R-0002	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	26 Nov 1999	W45XMA-9207-9436

7. ISSUED BY CODE
US ARMY ENGINEER DISTRICT, FTW
P O BOX 17300, CONTRACTING DIVISION
819 TAYLOR STREET, ROOM 2A19
FOT WORTH, TX 76102-0300

8. ADDRESS OFFER TO *(If other than Item 7)*

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

SOLICITATION

9. Sealed offers in original and See Sec L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 2A19, 819 Taylor Street until 1600 *(Hour)* local time 01/24/2000 *(Date)* AM#2

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
AM#1	DENVER S. HEATH	817	978	4418	denver.s.heath@swf02.usace.army.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	103
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	29			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	16	X	J	LIST OF ATTACHMENTS	83
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	2	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	14
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	CONTRACT ADMINISTRATION DATA	3	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	19
X	H	SPECIAL CONTRACT REQUIREMENTS	13	X	M	EVALUATION FACTORS FOR AWARD	6

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE FACILITY

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

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
			☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c)) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B
SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
BASE YEAR:							
0001	**Management and Home Office Support**	=	********	1	L/S	********	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002	**Development, Preparation, and Delivery of Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0002A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002E	**Site 5**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002H	**Site 8**	=	********	1	EA	$ _____	$ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0002K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
AM#2 0002L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
AM#2 0002M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Cost of Money = $ _____				
AM#2 0003	**Participation in Exercises**			ESTIMATED NOT TO EXCEED:	$ $80,000.00
				TOTAL BASE YEAR:	$ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
OPTION YEAR 1:							
0004	**Management and Home Office Support**	=	********	1	L/S	********	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005	**Development, Preparation, and Delivery of Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0005A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0005D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005E	**Site 5**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0005M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0006	**Update of Previously Approved Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0006A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006E	**Site 5**	=	********	1	EA	$ _____	$ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Cost of Money	= $ _____					
0006K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0006M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
AM#2 0007	**Participation in Exercises**				ESTIMATED NOT TO EXCEED:		$ $80,000.00
					TOTAL OPTION YEAR 1:		$ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
OPTION YEAR 2:							
0008	**Management and Home Office Support**	=	********	1	L/S	********	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009	**Development, Preparation, and Delivery of Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0009A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0009D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009E	**Site 5**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0009M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0010	**Update of Previously Approved Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0010A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010E	**Site 5**	=	********	1	EA	$ _____	$ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Cost of Money	= $ _____					
0010K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0010M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
AM#2 0011	**Participation in Exercises**				ESTIMATED NOT TO EXCEED:		$ $80,000.00

TOTAL OPTION YEAR 2: $ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
OPTION YEAR 3:							
0012	**Management and Home Office Support**	=	********	1	L/S	********	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013	**Development, Preparation, and Delivery of Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0013A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0013D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013E	**Site 5**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0013M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0014	**Update of Previously Approved Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0014A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014E	**Site 5**	=	********	1	EA	$ _____	$ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Cost of Money	= $ _____					
0014K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0014M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
AM#2 0015	**Participation in Exercises**				ESTIMATED NOT TO EXCEED:		$ $80,000.00

TOTAL OPTION YEAR 3: $ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
OPTION YEAR 4:							
0016	**Management and Home Office Support**	=	********	1	L/S	********	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017	**Development, Preparation, and Delivery of Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0017A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0017D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017E	**Site 5**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0017M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
0018	**Update of Previously Approved Site Specific INS Temporary Expansion Facilities Construction and Logistics Management Plan(s)**						
0018A	**Site 1**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018B	**Site 2**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018C	**Site 3**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018D	**Site 4**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018E	**Site 5**	=	********	1	EA	$ _____	$ _____

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018F	**Site 6**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018G	**Site 7**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018H	**Site 8**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018J	**Site 9**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					

Item No.	Description			Estimated Quantity	Unit	Unit Price	Extended Amount
	Total Cost of Money	= $ _____					
0018K	**Site 10**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018L	**Nonspecific TDC (5,000)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
0018M	**Nonspecific TDC (100-500)**	=	********	1	EA	$ _____	$ _____
	Total Estimated Cost	= $ _____					
	Total Base Fee (1% of Estimated Cost)	= $ _____					
	Total Award Fee Pool (8% of Estimated Cost)	= $ _____					
	Total Cost of Money	= $ _____					
AM#2 0019	**Participation in Exercises**				ESTIMATED NOT TO EXCEED:		$ $80,000.00
0020	EXECUTION IN SUPPORT OF AN EVENT						UNPRICED

TOTAL OPTION YEAR 4: $ _____

GRAND TOTAL BASE YEAR PLUS ALL OPTION YEARS: $ _____

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
NOTES

1. Contract Definition: This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for planning, plan maintenance and execution of plans to erect and operate Temporary Expansion Facilities for the Immigration and Naturalization Services (INS) at various locations throughout the United States and its territories. Execution of plans requires the contractor to provide a full range of logistical support and temporary construction services.

2. Pricing: Each offeror shall submit an estimated cost for all Contract Line Items (CLINs) as stated in the Schedule below. This requirement includes all task order CLINs for the base period and all option periods. Offerors are reminded that in accordance with Federal Acquisition Regulation (FAR) clause 52.215-1 entitled "Instructions to Offerors--Competitive Acquisition" in Section L, that the Government may make award without discussions. Therefore, offerors should ensure that their proposed costs are their best effort. If discussions are not conducted, the offeror's proposed estimated costs as submitted will become the definitized estimated cost to perform the services. Offerors are also reminded that award will be made to one contractor for all CLINs. Therefore, a cost must be submitted for all CLINs. IF AN OFFEROR DOES NOT SUBMIT A COST ON ALL CLINs, THE OFFEROR'S PROPOSAL MAY BE REJECTED. The contract Task Order Schedule identifies all task orders known at the time of contract award.

3. Ordering Limitation: The guaranteed minimum amount is $500,000.00 for the basic contract period and $250,000.00 for each option period. The total maximum amount for all contract periods shall not exceed $350,000,000.00.

4. The Government shall give the Contractor written notice of its intent to exercise an option at least thirty (30) days before the contract expires.

5. Authorized Procedure for Issuance of Task Orders. Reference FAR Clause 52.216-0018, paragraph c, entitled Ordering, located in Section I. Issuance of Task Orders by mail, orally, facsimile or electronic commerce is hereby authorized.

6. The 8% maximum award fee and 1% base fee percentages established for all tasks numbered 0001 through 0018 contained in schedule B are NOT SUBJECT TO NEGOTIATION.

7. It is the intent of the Government to provide incentive for the contractor to perform in such a manner as to warrant the highest possible rating and subsequent award fee. An award fee provision is included in Section H of the contract to encourage the contractor to provide the management, equipment, materials, labor and supervision required to result in above average performance. The Contractor will be rewarded with payment of an award fee directly related to the Contractor's level of performance. The maximum award fee percentages established above are fixed and not subject to change. The Government is under no obligation to award any or all of the award fee amount to the Contractor.

8. All Task Orders will be issued by the Procuring Contracting Officer (PCO).

AM#2
9. **FOR PROPOSAL PREPARATION PURPOSES ONLY:**

- **The ten (10) expansion facilities identified in CLINS 0002, 0005, 0006, 0009, 0010, 0013, 0014, 0017, and 0018 shall be considered TSF's to accommodate 5,000 migrants.**

- **The NONSPECIFIC 5000 Migrant TDC shall be within the**

Continental United States of America in a four-season area.

- The 100 – 500 migrant TDC shall be outside the Continental United States of America in a tropical area.

- It shall be assumed that the Government will perform all National Environmental Policy Act (NEPA) related activities.

END OF SECTION B

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

1.0 **GENERAL SCOPE**: The Department of Justice Immigration and Naturalization Service (DOJ/INS) Mass Immigration Response Support (MIRS) Project provides for the establishment of temporary expansion facilities to augment existing INS facilities in the event of an emergency influx of immigrants into the United States. The mission of the MIRS project is to plan for, and on order, initiate specific engineering, construction and logistics support necessary to establish, operate, and maintain one or more expansion facilities, depending on the magnitude and circumstances of the emergency. It is possible that up to three (3) expansion facilities at different sites will be activated simultaneously. It is intended to be a quick response solution to an emergency situation and will last only for the duration of the emergency.

1.1 In general, the expansion facilities are grouped into two categories: Temporary Staging Facilities (TSF) and Temporary Detention Centers (TDC). The total number of detainees held at either facility will range from approximately 1,000 to a maximum of 5,000. Potential locations for either facility are anywhere in the Continental United States (CONUS) and its Territories.

1.1.1 The TSF will serve as a secured processing center and temporary holding facility for migrants awaiting transportation to more permanent INS holding facilities. The average length of a migrant’s stay at a TSF will be between 24 and 72 hours. The TSF will be in operation for 30 to 90 days and will be configured for 24-hour per day operation, with a maximum reception capacity of 1,800 migrants/day. Ten potential TSF sites have been identified by DOJ/INS and are listed at Appendix A. It is possible that additional TSF sites will be identified for planning and/or execution if the need for establishment of a TSF arises at presently unplanned-for locations.

1.1.2 The TDC will serve as a more permanent holding facility to which detainees will be transported subsequent to being processed at a TSF or other INS processing facility. The TDC will be in operation six months to two years. The detainee turnover rate at a TDC will be virtually non-existent, i.e., once a TDC is established, the detainee population will remain the same for the duration of its operation. Potential TDC sites are currently unidentified.

1.2 The Contractor shall develop and provide the required

deliverables and services in accordance with this Scope of Work (SOW).

1.2.1 Management and Home Office Support - CLINs 0001, 0004, 0008, 0012 and 0016. The Contractor will establish an internal management structure responsible for the successful execution of this contract. This will include maintaining readiness capability to provide construction and logistics support at any time during the contract duration (base year and option years, if awarded) for any site and facility identified by DOJ/INS to be required in response to one or more immigration emergencies, regardless of the level of planning effort which
AM#2 has been completed for that site and facility. **Once Management Plans are developed and approved, the management structure will be responsible for maintaining site specific management plans to ensure contractor readiness to respond to an EVENT. The plan maintenance will include but is not limited to ensuring subcontractors are still in business and capable of responding, and ensuring plans are relevant to current site conditions. The Contracting Officer must be notified when significant changes occur that would affect the Contractor's readiness to respond within the specified time and within the contractor's estimated cost.**

1.2.2 Site Specific Management Plans - CLINs 0002, 0005, 0009, 0013, and 0017. Upon award of each site-specific management plan CLIN, the Contractor shall prepare detailed, site-specific construction and logistics Management Plan(s) for the awarded site(s) and for the type of facility required by INS at that site. Sites will be identified by the Government prior to awarding a site-specific management plan CLIN.

1.2.3 Plan Updates – CLINs 0006, 0010, 0014 and 0018. During the option years, the Contracting Officer may issue Task Orders to update Plan(s), which have been previously prepared and approved. These updates shall incorporate all changes which have been reported to the contracting officer during Plan maintenance and any improvements the Contractor initiates.

1.2.4 Exercises - CLINs 0003, 0007, 0011, 0015, and 0019. Upon approval of the Site Specific Management Plan(s), the Contractor shall, at the direction of the Contracting Officer, participate in periodic exercises to verify the completeness and accuracy of the Plan(s), as well as the readiness of the Contractor to perform within required parameters.

1.2.5 Execution - CLIN 0020. When directed by the Contracting Officer, the Contractor shall deploy to the selected site(s) and implement the Plan(s) previously developed. Execution may also occur under circumstances which require the contractor to provide temporary construction and logistics support at currently unidentified locations.

2.0 **MANAGEMENT PLAN(S)**:

2.1 Description of Work: The Site Specific Management Plan(s) shall address and provide for all necessary activities, equipment, material, and personnel to accomplish all required temporary construction and logistics services to support a 1,000 to 5,000-person migrant population at one or more sites identified by DOJ/INS, to be in operation for a duration specified by DOJ/INS at the time of award of each Management Plan CLIN. Management Plan(s) shall address the following life-cycle stages of each temporary expansion facility: (1) Pre-Mobilization, (2) Mobilization, (3) Site Development and Construction, (4) Site Operation and Maintenance, and (5) Site Decommissioning and Recovery. The Contractor is responsible for the development of comprehensive construction and logistics management plan(s). Management Plan(s) shall include, but not be limited to, site layout, facilities layouts, proposed construction system(s), utility, equipment, transportation, and staffing requirements, sources of materials, sources of services, sources of fuel, power, and water, lists of prospective subcontractors, delivery routes, consumables, storage sites, materials handling requirements, management and organizational structures, cost estimates, schedules, and all other technical, management, and logistics requirements necessary to support the migrant population. The Contractor shall maximize the use of locally available materials and resources, wherever possible. The Contractor shall address in the Management Plan(s) compliance with applicable industry standards for materials and equipment and adherence to building codes applicable to the temporary nature of the construction.

2.2 Support services (i.e., services other than construction) to be addressed in the development of the
AM#2 Management Plan(s) shall include, at a minimum: **interpreters (to include, but not limited to the following languages: Fou Chou and Creole)**, site security, food service (including potable water), laundry service (including medical), sanitation services (including cleaning and servicing of portable toilets and showers, if used, janitorial and cleaning services, trash collection and removal, pest control, and disposal of hazardous

medical waste), security/guard service, migrant property management service, centralized warehousing operation (to include refrigerated and medical storage), communications
AM#2 (telephone, radio, and data), c**omplete Information Technology (IT) workstations, network, maintenance and other IT support services (including connections to INS IT infrastructure)**, support to the Public Health Service's (PHS) medical services operation, facility, site, vehicle and equipment maintenance and repair, fire protection and suppression, and transportation.

2.3 The Contractor shall be responsible for operating and maintaining Contractor-acquired and Government furnished property. The Management Plan(s) shall include all equipment, labor, and materials necessary to maintain the contractor's transportation, utilities, facilities, or other logistics systems.

2.4 The Contractor shall be responsible for obtaining all information, data, or material necessary to prepare the Management Plan(s). This includes information, data, or material from both Government and private industry or commercial sources. The Government will assist the contractor by providing readily available information from within the Department of Justice, or Department of Army, as applicable, subject to "Need to Know" security restrictions.

2.5 The Contractor shall provide Management Plan(s) that reflect the current status of information as it is obtained or becomes available. This includes all subcontracting services, if necessary, to maintain the readiness capability necessary to perform in the event of a significant influx of illegal aliens (hereinafter referred to as an EVENT). The Management Plan(s) shall address all requirements for operation during an EVENT at each site. Applicable requirements of the appropriate State and local jurisdiction shall be incorporated into the Management Plan(s). The contractor shall take all measures necessary to assure his capability to perform.

2.6 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all aspects of the Management Plan(s). The Contractor shall correct any errors and revise the Plan(s) to address deficiencies, including those identified by the Contracting Officer.

2.7 The Contractor shall prepare the Management Plan(s) is accordance with the submittal schedule presented in Section 8.0

Submittals and Schedules, of this Scope of Work. The Contractor shall include cost estimates with each submittal, commensurate with the level of detail of the submittal. The cost estimate submitted with the corrected Final Management Plan will be in sufficient detail to allow for budgeting for an EVENT.

2.8 In accordance with the Limited Rights Data Clause of Section I, all materials, notes, maps, photographs, computer software, or books developed or purchased for this contract shall become the property of the Government. The Contractor shall use standard commercially available software except where he shows a need and commercial software is not available. He must obtain the Contracting Officer's approval before developing software to fulfill the contract requirement. This property shall be delivered by the Contractor to the Government at the conclusion of the contract, or at the time otherwise requested by the Contracting Officer.

3.0 **CRITERIA FOR DEVELOPING MANAGEMENT PLAN(S)**:

3.1 The documents provided at Appendix B define the functional and operational requirements of a "generic" TSF. These documents are to be used as guidance by the Contractor in the development of the Management Plan(s). The TSF Typical (Generic) Layouts (11" x 17" drawings dated September 1996 and Revised November 1998) and the TSF Narrative Report and Generic Concept Site Plans published by the US Army Corps of Engineers (November 1998) are provided as guidance and are not intended to be direction to the Contractor. The Contractor shall adapt this generic site layout to the specific conditions at each site. The Site Specific Management Plan(s) will take into consideration the use of existing structures, utilities, and roads, where available and practical. In the event of conflicts between this Scope of Work and the Appendix B documents, the Scope of Work shall govern.

3.2 Prior to commencing with preparation of a Site Specific Management Plan, the Contractor shall meet with the Contracting Officer or his authorized representative and appropriate DOJ/INS personnel to determine the specific functional and operational requirements for the site and facility type for which the
AM#2 Management Plan is being prepared. **This meeting will take place within the Sector where the facility will be located.** The Contractor, in coordination with the Contracting Officer or his Authorized Representative, will develop a series of options for siting the facility at the designated location and present a recommend course of action for development. Following approval

by the Contracting Officer or his Authorized Representative, the Concept Site Specific management Plan will be prepared. See section 8.0 of this Scope of Work for submittal requirements.

3.3 Contractor Response Time.

3.3.1 Unless directed otherwise at the time of award of a Site Specific Management Plan CLIN, the following schedule for responding to an EVENT shall be addressed by the Contractor as part of the development of the Management Plan(s):

Day 9	Housing for 3,450 migrants and facilities capable of processing 500 aliens/day are to be in-place, with processing, administration, support, and base operations functions provided in temporary facilities.
Day 21	Final temporary structures for processing, administration, support, and base operations are to be in-place and operational, including final housing for all 5,000 migrants.

The days referred to (Day 9, Day 21) indicate the number of days after issuance of a Task Order to the Contractor for execution of a temporary expansion facility. The schedule above assumes the maximum migrant population of 5,000 and the currently envisioned maximum operational duration of a TSF of 90 days. Upon award of a Site Specific Management Plan CLIN, the Contractor will be given the specific response requirements for that site and facility type for incorporation into the Management Plan.

It is not anticipated that the Contractor will be required to respond more quickly than nine (9) days.

3.3.2 As part of the Site Specific Management Plan(s), in addition to addressing the activities required to meet the specified response time, the Contractor may suggest optional methods of activation which may exceed the initial response time specified for the specific site and facility, if such methods would result in a substantial cost savings to the Government.

3.4 The Contractor shall identify local materials based on site specific availability, and shall utilize them to the maximum extent possible.

3.5 All facilities constructed by the Contractor shall become the property of the Government for disposition after demobilization. Facilities shall be disposed of in accordance with instructions issued by the Procuring Contracting Officer (PCO) after the conclusion of the EVENT.

4.0 **EXERCISE(S)**: At the direction of the Contracting Officer, the Contractor shall participate in training exercise(s) to verify the completeness and accuracy of the Site Specific Management Plan(s). These mock exercises will primarily involve three- to five-day round table ("table top") exercises to test the Contractor's management staff, logistics requirements, subcontractor usage, support capabilities, materials availability, equipment, labor structure, and overall validity and workability of the Management Plan(s). The Contractor shall provide all personnel, equipment and facilities necessary to participate in the exercises. Three types of exercises are possible:

4.1 Corps of Engineers Validation. This type of exercise will be run in the Contractor's office in which a scenario will be given the Contractor to verify the response capability of his Plan(s). The Contractor will be required to present specific information relative to providing construction and logistical support to the scenario.

4.2 INS Validation. This type of exercise will be run in INS Field, Region, or Headquarters offices. The Contractor will be required to take his Management Plan(s) to the specified INS location and respond to the exercise scenario as necessary, in coordination with cadre from the INS expansion facility management team.

4.3 Actual Deployment Validation. In this type of exercise, the Contractor would physically move construction and logistical support to the site and execute designated construction and/or logistical support tasks in response to an INS scenario.

5.0 **EXECUTION**:

5.1 At the direction of the Contracting Officer, the Contractor shall provide construction and logistics support services in response to an EVENT. Execution is identified in Section B by unpriced CLIN 0020. This CLIN is applicable to all contract years (base and all option years). The Contractor will be required to respond under one (or more) of the following

circumstances:

5.1.1 The EVENT takes place at a site(s) for which the Contractor has already prepared (and the Government has approved) Site Specific Management Plan(s). In this case, the Contractor will be required to implement the approved Management Plan(s).

5.1.2 The EVENT takes place at a site(s) which is currently identified for planning, but an immigration emergency requiring execution of a temporary expansion facility occurs prior to preparation of the Management Plan(s) for the site(s).

5.1.3 The EVENT takes place at a currently unplanned-for site or sites.

If the EVENT takes place under the circumstances described in paragraphs 5.1.2 or 5.1.3 above, depending on the urgency of the situation, the Contractor may be tasked with preparing an abbreviated Management Plan with cost estimate, or at a minimum, a Rough Order of Magnitude (ROM) estimate of the cost to execute, prior to a Task Order being issued for execution.

5.2 Contractor Provided Office Space. During an EVENT only, the Contractor shall reserve and ensure 24-hour per day, seven-day per week access to office space and equipment at the EVENT site(s) for use by Corps of Engineers and Defense Contract Management Command personnel. The space shall be of adequate size to accommodate a staff of ten (10) personnel deployed for an EVENT. The office space and equipment will be subject to Contracting Officer approval. The office space shall be provided with appropriate lighting and climate control, desks, chairs, filing cabinets with four drawers and locks, telephone service, facsimile machine, copier, scanner, and computers with
AM#2 printers. **Minimum computer requirements: The contractor is required to provide current desktop technology (as defined at time of Task Order award). The computers to be provided shall have the following:**

Central Processing Unit,
Cache,
Color Monitor,
Hard Disk Drive,
RAM,
Graphics Accelerator,
Ethernet Card,
Data/Fax modem (Digital/analog),

Mouse,
Keyboard,
1.44 Mb floppy disk drive,
Appropriate power cord for location,
Integrated stereo sound with speakers,
CD Write-ReWrite,
Printer,
Communications and a three year warranty,
Latest version of MS Windows and MS Office Pro with maintenance for life of Task Order. All items must be year 2000 compliant.

5.3 The Contractor shall at all times during the EVENT have an on-site representative having the authority to both negotiate and execute contract modifications.

5.4 The contractor shall have on-site design capability necessary to provide professional engineering and architectural expertise to respond to changing EVENT conditions.

5.5 All or any part of the Site Specific Management Plan(s) may be implemented in support of an EVENT. The level of implementation of the Plan(s) will be determined by DOJ/INS prior to Contracting Officer direction to proceed. If, at the time of implementation, circumstances or site conditions differ from those which existed at the time the Management Plan was prepared, the Contractor will be permitted to deviate from the Plan, if that deviation results in execution which is at least as efficient as originally planned.

5.6 Be Prepared Missions. During execution, at the direction of the Contracting Officer or his Authorized Representative, the Contractor may be required to provide
AM#2 services as identified by the INS Officer in Charge. **The services may include, but not be limited to what is identified in the "Support Services" paragraph above, as well as the following:**

5.6.1 Be prepared to provide emergency evacuation of migrants and/or Government personnel, due to medical or other emergency situations (e.g., severe weather).

5.6.2 Be prepared to provide housing and life support services to Government personnel deployed to the temporary expansion facility site.

5.6.3 Be prepared to provide mortuary services for illegal aliens

and/or Government personnel.

5.6.4 Be prepared to conduct site restoration and dismantlement operations to restore Government utilized sites to original conditions.

5.6.5 Be prepared to provide snow and ice removal services.

5.6.6 Be prepared to operate a mail receipt and distribution system within the temporary expansion facility.

AM#2 5.6.7 **Be prepared to operate a 24-hour on-call local shuttle bus capability to augment DOJ/INS transportation service for movement of migrants within the facility, to nearby departure airports, and for transportation of facility staff.**

5.6.8 Be prepared to provide vehicle maintenance services.

5.6.9 Be prepared to furnish cleared, unarmed security personnel to augment the INS site security staff. Personnel proposed to perform this function must pass a criminal history check that meets, at a minimum, INS background check requirements.

5.6.10 Be prepared to provide minor emergency repair and equipment replacement services at existing INS facilities.

6.0 **CONTRACT DATA REQUIREMENTS LIST (CDRL):** The Contract Data Requirements List (CDRL) is used in this contract to detail data requirements. CDRLs are issued on a DD 1423, stating how and when data resulting from the contract will be delivered. The Contractor is required to state what portion of the total estimated cost is attributable to the production and development of the listed data for the Government. The estimated cost is reflected in Blocks 17 and 18 on the DD 1423 for each CDRL issued. This estimated cost, for informational purposes, will appear in parentheses under the estimated cost for each task order issued. Reference DFAR Subpart 204.7105(a)(6)(i)(B). CDRLs will be ordered as required. Following is a listing of data required under this contract, and included as an exhibit in Section J of the contract.

6.1 If ordered, the following CDRL’s are required during both the Planning and Execution phases of the contract:

CDRL 0001:

Monthly Progress Reports. The Contractor shall provide monthly progress status reports in a format to be submitted by the Contractor and approved by the Contracting Officer. These reports shall state specific contacts made, directions received, areas of concern, scope of work items completed, schedules, and other information needed to identify work progress and costs incurred to date. Schedules shall be prepared in accordance with the requirements of Section H.

CDRL 0002:

Trip Reports. The Contractor shall provide a copy of all minutes of meetings or review conferences (including on-board), and trip reports to Government agencies, or other organizations relative to this work. Minutes and trip reports shall be in sufficient detail to identify dates, locations, points of contact, directions received, areas of concern and salient items of interest identified at the meeting or on the trip. All minutes or trip reports shall be submitted to the Contracting Officer within seven calendar days of completing the meeting, conference, or trip.

CDRL 0003:

Advance Travel Report. Submitted to the Contracting Officer no later than one week prior to the travel start date. These reports will contain, at a minimum, the names of the travelers, the requirement for and objective of the planned travel, and the anticipated benefits gained.

CDRL 0004:

Plan Maintenance Report. Submitted to the Contracting Officer as needed to report significant changes in conditions affecting the viability of approved plans. Such changes include subcontractor availability, material and equipment pricing and availability, and site conditions.

6.2 If ordered, the following CDRL’s are required only during the Execution phase of the contract:

CDRL 0005:

Daily Situation Report (SITREP). Provide to the Contracting Officer via electronic mail (e-mail) with hard copy distribution made only in the event that electronic transmission fails. The SITREP will adequately describe the day’s events, to include, at a minimum, major activities and significant events, the quantity and type of services provided, and the number and type of contractor personnel on site.

CDRL 0006:
Quarterly Cost Avoidance Measures (CAM) throughout the duration of each EVENT.

CDRL 0007:
Cost/Schedule Status Report (C/SSR). Submitted to the Contracting Officer monthly via electronic mail (e-mail), using Microsoft Word software, with hard copy distribution made only in the event that electronic transmission fails. The C/SSR will contain, at a minimum, cumulative data regarding the work scheduled, work performed, the actual cost of work performed, and schedule and cost variances, to include variance analysis reports. The report will also contain the budgeted cost, projected estimated cost, and projected cost variance at completion by work breakdown structure (WBS).

CDRL 0008:
Analysis of Increase of Latest Revised Estimate (LRE). To be submitted by Work Breakdown Structure (WBS) to accompany each Limitation of Funds letter submitted to the Contracting Officer.

CDRL 0009:
Lessons Learned Report. Submit to the Contracting Officer every 60 calendar days. This report, in narrative form, will address changes to any procedure during planning or execution which could potentially impact the successful performance of this, future, or similar contracts.

6.3 At the direction of the Contracting Officer, the Contractor shall provide additional reports as required, to be negotiated separately.

7.0 **GOVERNMENT FURNISHED SERVICES AND INFORMATION**:

7.1 During the Planning phase of the contract, Government responsibilities will include:

7.1.1 Coordination with local, state, and Federal agencies in the identification of potential temporary expansion facility sites. The Government will provide locations of specific sites, and ensure Contractor access to those sites, prior to issuance of a Task Order for preparation of Management Plan(s).

7.1.2 The Government will provide information on the functional and operational requirements of the temporary

expansion facility being planned.

7.2 During the Execution phase of the contract, Government responsibilities will include:

7.2.1 The DOJ/INS will appoint an Officer in Charge (OIC) for each temporary expansion facility who will be the senior U.S. Government official on site. The OIC is responsible for ensuring the facility carries out its mission in a safe, orderly manner and operates within budget. The OIC and his staff will be responsible for making all decisions regarding migrant management. The contractor will take direction only from the Contracting Officer or his Authorized Representative on site.

7.2.2 A Public Health Service (PHS) officer will
AM#2 direct medical screening and care of migrants. **It is anticipated that the Government will furnish all medical staff and medical supplies. However, it may be necessary for the contractor to furnish required equipment.**

7.2.3 The INS OIC, or his representative, will oversee the security of the temporary expansion facility and will direct the response to fire and security problems.

7.2.4 Transportation of migrants from points of apprehension and Border Patrol stations to the temporary expansion facility and from the temporary expansion facility to other INS facilities.

8.0 **SUBMITTALS AND SCHEDULES**:

8.1 Management Plan(s) shall be submitted in accordance with the following Submittal Phases:

Programming: The objective of the Programming phase is to define the functional and operational requirements of the temporary expansion facility being planned and develop a recommendation for facility/site layout which will meet these requirements. At the initiation of this phase, the Contractor will meet with appropriate DOJ/INS personnel, and the Contracting Officer or his Authorized Representative, to determine user requirements. The Programming submittal shall address, at a minimum, site layout, facility layout, facility size and proximity requirements, and major utility/infrastructure requirements. The Programming submittal shall be approved by the Government prior to the Contractor

proceeding to the Concept phase. The estimate provided with the Programming submittal shall be used as guidance for establishing the budget for eventual execution of the Management Plan.

Concept: The Concept submittal shall further refine the facility requirements established in the Programming submittal and shall also address the logistics and life support requirements of the temporary expansion facility. The Concept submittal shall present recommendations of specific facility types (e.g. trailers, tents, prefabricated structures, etc) and shall indicate recommended methods of providing utilities. Development of recommended solutions to facility, utility, infrastructure, and logistics/life support requirements shall be in sufficient detail to show the user how his functional and operational requirements will be met, to indicate the Contractor’s approach to the solution of technical problems and compliance with the required deployment schedule, and to provide a valid estimate of cost.

Final: The final submittal shall be the completed document, with all previous review comments incorporated, which shall be used by the Contractor and the Government to plan for an successfully execute construction, operation, and maintenance of temporary expansion facilities in the event of an immigration emergency. The Final submittal will address all aspects necessary for the successful execution of the specific facility, site, and services required within the time frame for deployment and operation indicated for that facility. The estimate provided with the final submittal will for the basis for INS budget requests and shall be in sufficient detail to support such requests.

8.2 Submittal Distribution. Distribution of the Management Plan(s) at each of the submittal phases described in paragraph 8.1 above shall be as follows:

Recipient	No. of Copies
U.S. Army Corps of Engineers PO Box 17300 819 Taylor Street Fort Worth, TX 76102-0300 ATTN: CESWF-PM-C (S. Brooks)	10 hard copies 4 electronic (CD)
Headquarters, Immigration and Naturalization Service ATTN: HQENG (K. Jackson)	5 hard copies 5 electronic CD)

425 I Street, NW
Washington, D.C. 20536

See Section H for software requirements.

8.3 Schedule: The following submittal schedule applies to the work to be performed during the Planning phase of the contract (all durations are in calendar days):

Description	Submittal Schedule
Programming Submittal	30 days after issuance of Task Order to prepare Plan(s).
Review Conference for Programming Submittal	To be scheduled upon receipt of Programming Submittal.
Resubmittal of Revised Programming Submittal	15 days after completion of Review Conference.
Government Acceptance of Revised Programming Submittal	5 days after receipt of resubmittal.
Concept (30%) Site Specific Management Plan(s)	75 days after issuance of Task Order to prepare Plans.
Review Conference for Concept Site Specific Management Plan(s)	To be scheduled upon receipt of Concept submittal.
Resubmittal of Revised Concept Plan(s)	15 days after completion of Review Conference.
Government Acceptance of Revised Concept Submittal	5 days after receipt of resubmittal.

Final (100%) Site Specific Management Plan(s)	180 days after issuance of Task Order to prepare Plan(s).
Review Conference for Final Site Specific Management Plan(s)	To be scheduled upon receipt of Final submittal.
Revised Final Site Specific Management Plan(s)	30 days after receipt of Government review comments.
Government Acceptance of Final Site Specific Management Plan(s)	15 days after receipt of Revised Final Site Specific Management Plan(s).

PLAN UPDATES:

Updated Final Site Specific Management Plan(s)	90 days after issuance of Task Order to update Plan(s).
Review Conference for Site Specific Management Plan(s)	Updated To be scheduled upon receipt of Plan Update submittal.
Revisions to Updated Site Specific Management Plan(s)	15 days after receipt of Government review comments.
Government Acceptance of Updated Site Specific Management Plan(s)	15 days after receipt of Revisions to Updated Site Specific Management Plan(s)

END OF SECTION C

SECTION G
CONTRACT ADMINISTRATION DATA

1 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)

2 52.0204-4100 PRINCIPAL CONTRACTING OFFICER (NOV 1990)

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.

3 52.0216-4504 ACCOUNTING AND APPROPRIATION DATA (INDEFINITE DELIVERY) (JAN 1990)

a. The supplies/services/construction to be obtained by this instrument are authorized by, for the purpose set forth in, and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost of the same except as otherwise indicated herein. Guaranteed minimum amount to be paid under the contract is $500,000.00 for the base year and $250,000.00 for each of the (4) four option years. Funds other than the stated guaranteed minimum shall be obligated by issuance of individual delivery orders or task orders and not by this contract.

b. The appropriate military/civil fund availability evidence shall be cited on each individual delivery order or task order issued under the
AM#2 contract. **No individual delivery order or task order may exceed the estimated contract maximum, and must be a minimum of $2500.00.**

(End of Clause)

4 52.0232-4005 L3 CONTRACT ADMINISTRATION (APR 1984)

(a) The office listed under (1) below is the office designated for inspection and acceptance of the supplies, services, or construction covered by this contract. The Administering Contracting Office is located at the office listed under (2) below and payment will be made by the office listed under (3) below. Invoices shall be submitted, in triplicate (one copy shall be marked "Original"), to the addressee in paragraph (1). Payment will be made upon completion of work and acceptance by the Government in accordance with the terms of the contract.

(1) Inspection/Acceptance of Supplies/Services/Construction

U.S. Army Engineer District, Ft. Worth
ATTN: CESWF-CT
819 Taylor Street
P O Box 17300
Fort Worth, TX 76102-0300

(2) Administering Contracting Office
U.S. Army Engineer District, Fort Worth
P.O. Box 17300
ATTN: CESWF-CT-C
Fort Worth, Texas 76102-0300

(3) Payment Office
U.S. Army Corps of Engineers
USACE Finance Center
ATTN: CEFC-AO
8055 Highway 51 North
Millington, TN 38053

(b) For supply contracts, the Contractor will advise the inspecting office ten (10) days prior to the date supplies will be ready for inspection.

END OF SECTION G

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.l 52.0001-4046b APPROVAL FOR PUBLIC RELEASE OF INFORMATION

The contractor shall coordinate with the Ft. Worth District for release of information to the public. This clause has three topics: Media Relations, Printed Materials, and Acknowledgment of Sponsorship.

1.0 MEDIA RELATIONS:

Upon approval by INS Public Information Office, the contractor may be permitted to speak to news media representatives in accordance with his firm's public relations policies and in conjunction with applicable Department of Justice/Immigration and Naturalization Services (D0J/INS)/ Army/Corps of Engineers guidelines on release of information related to the specific program for which the contract was awarded. The contractor is required to inform the Ft. Worth District of significant media contacts. The contractor is encouraged to coordinate directly with the Ft Worth District's Public Affairs Office, as necessary, when the media call is being responded to; however, this shall not preclude the contractor from responding to media requests in a timely manner. The contractor is required to notify the Ft. Worth District in advance, to the extent possible, when he refers a reporter to the Corps. The contractor shall only respond to inquires that directly fall within his domain; he shall not speak for DOJ/INS, the Army, or the Corps.

2.0 PRINTED MATERIALS:

The contractor shall obtain approval from INS and the Ft. Worth District prior to the dissemination of any briefings or speeches, news releases, articles, fact sheets, advertisements or any other informational materials intended for public release that are the result of work performed or to be performed under this contract. This review is intended to ensure that public release of material does not violate DOJ/INS or Army policy. The contractor shall strive to provide five working days for such approvals. This material shall be submitted to the US Army Engineer District, Ft. Worth, ATTN: Public Affairs Office, 819 Taylor Street, Fort Worth, Texas 76102, with a copy furnished to the contracting officer. This paragraph's requirements are not applicable to approved channels or relationships between the contractor and consultants, subcontractors or other government contractors.

3.0 ACKNOWLEDGMENT OF SPONSORSHIP:

With regard to the release of information, and specifically "printed

materials," the contractor agrees that materials shall include a statement to the effect that the material depicted was or is sponsored by the Ft. Worth District of the U.S. Army Corps of Engineers. The contractor further agrees to include this sponsorship clause in subcontracts awarded as a result of this contract.

Nothing in the foregoing section on public release of information shall affect compliance with the clause 52.0204-0002 of this contract entitled "Security Requirements." located in Section I.

H.2 52.0200-4058b LIMITATION OF COST/LIMITATION OF FUNDS NOTIFICATION

1.0 Contract clause 52.232-20, Limitation of Cost or 52.232-22, Limitation of Funds, located in Section I, apply to each task order issued. This notification does not apply to work releases issued by the Administrative Contracting Officer (ACO) on site.

2.0 The contractor is required to give the notice(s) contemplated by the Limitation of Cost/Limitation of Funds clauses separately, i.e., with respect to each task order issued by the Fort Worth District, Fort Worth Texas.

H.3 52.200-406lb RESPONSIBILITY FOR PHYSICAL SECURITY:

The Contractor shall submit his proposed means of providing project security as defined hereinafter.

1.0 For the purpose of this clause, the term "physical security" is defined as that part of security concerned with the physical measures designed to safeguard personnel, to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against espionage, sabotage, damage, and theft.

2.0 The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, and all work performed, and also of areas occupied jointly by the Contractor and the Government. The Contractor agrees to furnish to the Contracting Officer just prior to physical completion of all work under this contract, a consolidated inventory of all excess supplies, materials and equipment for use under the terms of this contract.

3.0 The continued employment of any person in connection with this contract, or any subcontract thereunder whose conduct is determined to be prejudicial to the interests of DOJ/INS or the Corps of Engineers shall be terminated and that person shall be immediately removed from the work upon request of the Contracting Officer. Compliance with the foregoing provisions of this paragraph by subcontractors shall be the responsibility of the Contractor.

4.0 The contract price herein includes an amount sufficient to cover

reasonable security measures based on local conditions. These measures shall be subject to approval by the Contracting Officer.

5.0 The Contracting Officer reserves the right at all times to issue instructions pertaining to the Contractor's jurisdiction and general conduct of guard forces including the extent if any, to which the Contracting Officer will desire the Contractor to initiate and maintain such liaison with other law enforcement agencies, and shall have the right to examine procedures, methods, records and facilities utilized by the Contractor in complying with the requirements of the Contracting Officer.

6.0 Examination of the Contractor's security methods, records, and facilities shall not be permitted by any person, agency or sources outside the Contractor's organization other than the Contracting Officer, without the prior and express consent of the Contracting Officer.

H.4 52.0200-4l35d IDIQ

1.0 The contractor shall complete all task orders issued during the effective period of this contract, within the time specified in each task order.

2.0 Ordering Procedures.

2.1 As the needs of the Government are determined, the Contracting Officer (CO) or his authorized representative will notify the Contractor of an existing requirement through the issuance of a task order. If a new requirement is received from DOJ/INS, the contractor shall submit a rough order of magnitude (ROM) estimate to the Administrative Contracting Officer (ACO) on site, with a copy furnished to the CO. The contractor shall submit their proposal, for accomplishing the new requirement to the CO at the Ft. Worth District.

2.2 The proposal is a basis for negotiation of the estimated costs and fees, or negotiation of the costs, depending on what contractual type of task order is issued. The proposal shall provide a detailed breakdown of all items and associated costs anticipated during execution of the Task Order. The proposal shall provide the following breakout of costs:

- Direct Costs
- Overhead, General and Administrative Costs
- Material costs (furnish a detailed breakdown)
- Other Labor Related Costs
- Facilities capital cost of money
- Other Direct Costs and Fees (if applicable).

2.3 The time set for the receipt of proposal for each Task Order will be identified in each Request for Proposal letter.

2.4 The CO will issue task orders using a DD Form 1155. Each task order will include the following information as a minimum:

2.4.1 Date of task order.

2.4.2 Contract number and task order number.

2.4.3 Task order estimated cost and fees if a cost reimbursement task order or total costs if firm fixed price, as appropriate.

2.4.4 Task order requirements.

2.4.5 Accounting and appropriation data.

2.4.7 Any other pertinent information.

2.5 The Contracting Officer may at any time, prior to award of the task order, determine that it is not in the best interest of the government to issue said order to the Contractor. No liability (except for the minimum amount identified in Section B of this contract) will accrue to the Government without issuance of a task order.

3.0 Order Limitation.

The Contractor is obligated to provide any required service, issued as a task order, under the basic contract and all option periods of the contract.

4.0 Required Plans and Submissions

Immediately following definitization and award of this contract, the contractor shall develop and provide to the Government, for approval, a Quality Control Plan, Safety Plan, Operational Security Plan and a Subcontracting Plan, in accordance with the Federal Acquisition Regulations and the Defense Federal Acquisition Regulations.

5.0 FAR Part 31, Contract Cost Principles and Procedures

Contract Clause 52.216-0007, Allowable Cost and Payment, allows payment to the contractor in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract and the terms of this contract.

H.5 52.0200-4830c AWARD AND BASE FEE PROCEDURES

1.0 GENERAL INFORMATION

1.1 Base Fees are established on percentage of estimated cost and payable upon presentation of approved invoice. Award Fee is based on a determination by the Award Fee Determining Official (AFDO) to award a percentage of an Award Fee Pool established on a percentage of estimated cost during a specific period of time. An Award Fee Determining Plan (AFDP) will be issued to the contractor within one (1) calendar month after the contract is awarded. This plan will outline in detail schedules and criteria for implementing this provision of the contract. THE FOLLOWING IS PROVIDED AS GENERAL INFORMATION ONLY AND IS CONTINGENT UPON APPROVAL OF THE AFDP.

1.2 The payment of any award fee is contingent upon earning a performance rating above 70 points. It is the desire of the Ft. Worth District, U.S. Army Corps of Engineers to obtain the highest quality performance by providing the contractor with an incentive for such performance. The Award Fee provisions are structured accordingly. Award

fee determination will be made following the first three month period after contract award and quarterly thereafter for the remainder of the contract.

1.3 The Contractor's performance is evaluated/monitored by a Performance Evaluation (PE) team which includes but is not limited to field Administrative Contracting Officers (ACOs) and the INS Officer in Charge. The PE team's evaluations are submitted to the Award Fee Evaluation Board (AFEB) members, composed but not limited to the Ft. Worth District and DOJ/INS. The AFEB evaluates the contractor's performance and the Chairman of the AFEB submits the findings to the Award Fee Determining Official (AFDO), the Commander of Southwestern Division, U.S. Army Corps of Engineers. The AFDO may accept the AFEB findings or award a fee as he determines. Notice is sent to the Contractor of the official findings and invoicing for Award Fees may then occur.

2.0 AWARD FEE:

2.1 PERFORMANCE EVALUATION: The AFEB will perform the evaluation of the Contractor's efforts immediately following each three month evaluation period by:

2.1.1 Reviewing the Contractor's performance as measured against the award fee evaluation criteria.

2.1.2 Reviewing the Contractor's written documentation or oral presentation describing their performance for the period.

2.2 AWARD STRUCTURE: The Contractor's performance is evaluated for the three month period. The Performance Award Fee Evaluation Plan factors are listed in paragraph 3 below.

2.3 DISPUTES: The decision of the Award Fee Determining Official (APDO) on the amount of award fee is final and is not subject to the contract clause 52.233-0001 entitled "Disputes" located in Section I.

2.4 PAYMENT OF AWARD FEE: Payment of any Award Fee to the Contractor, as determined by the AFDO, is not subject to the contract clause 52.232-0002 entitled "Limitation of Funds" located in Section I.

3.0 PERFORMANCE AWARD FEE EVALUATION PLAN. The following procedures apply in determining and awarding award fee for performance during each evaluation period.

3.1 Appraisal of Contractor's performance in the area of plan development and/or execution:

3.1.1 Delivered required products, facilities, and services within the prescribed time constraints.

3.1.2 Effective and efficient use of resources in accomplishing work assignments in a timely fashion.

3.1.3 Effectiveness of operational and technical support for the contract.

3.1.4 Effectiveness of documentation, procedures, records, and

reporting on activities.

3.1.5 Effective application of initiative and ingenuity in the solution of technical problems.

3.1.6 Compliance with established security procedures.

3.2 Appraisal of Contractor's performance in the area of management systems and executed services as follows:

3.2.1 Responsiveness and flexibility in processing work tasks and changes thereto.

3.2.2 Effective task operation and management practices in support of the contract.

3.2.3 Effective and efficient use of resources (money, materials, and manpower) dedicated to the contract.

3.2.4 Effective problem identification analysis and resolution displaying initiative and innovation.

3.2.5 Quality of reports and data (timely, complete, and accurate).

3.3 Appraisal of Contractor's performance will conform to the following level of performance rating scale:

LEVEL OF PERFORMANCE RATING	NUMERICAL RANK
1. ABOVE AVERAGE	71-100

Performance is above average in most respects and approaching the best that could be performed by the Contractor. Greatly exceeds an average performance level. Areas of deficiency are very few and relatively unimportant.

2. AVERAGE	61-70

Contractor has met contract requirements in a fully satisfactory manner. Performance is better than minimum required performance. Areas of deficiency are more than offset by areas of good performance.

3. BELOW AVERAGE	0-60

Contractor's performance is unacceptable, is less than the minimum required level to meet needs and is unsatisfactory in most respects. (Noncompliance with contract requirements and generally substandard performance may lead to representations to the Contractor that failure to correct conditions can warrant consideration of contract termination for default).

3.4 At the close of the evaluation period, the AFEB will review the contractors general performance.

3.5 The AFEB may meet after completion of each evaluation period. A narrative report incorporating the Board's analysis of the Contractor's

performance, a composite quantitative evaluation using the criteria set forth, and a recommended award fee percentage will be completed and forwarded to the FDO for his decision within thirty (30) calendar days after the end of the evaluation period.

3.6 The contractor is notified of the award fee earned within sixty (60) days after the end of the evaluation period.

3.7 The Ft. Worth District will not carry-over unearned award fee to a subsequent evaluation period.

3.8 The maximum percentage of award fee pool available for evaluation for each evaluated performance period is twenty-five per cent (25%).

4.0 PERFORMANCE EVALUATION CRITERIA

4.1 FUNDS MANAGEMENT/COST CONTROL.

Above Average 71-100

All projections are met. Items impacting on cost are identified in a timely manner and controls are present to ensure corrective action. Contractor identifies and resolves funding/cost problems independently, within available resources and before any program impact occurs. Excellent knowledge of status of all service tasks vis-a-vis programmed costs. Techniques and methods are established and used to ensure highest efficiency with respect to loading of effort. No shortage or surplus of manpower is prevalent. Cost system established and used to track and report costs. Possesses detailed knowledge of all costs at all times. Continuing efforts are made to reduce costs with a high degree of success. Costs versus technical effort are well planned and demonstrate an awareness of the status of individual tasks as well as overall program. System is established and used to predict cost performance. No program problems occurred due to unanticipated cost performance. The Contractor recognizes when a significant cost will occur in meeting requirements or cost savings can be realized by reducing requirements. Notifies the Ft. Worth District so a tradeoff of requirements versus cost can be negotiated by the Ft. Worth District contract administration office.

Average 61-70

Some minor but no critical cost control problems. Services met within available funding. Cost control problems are corrected as soon as they arise, preventing any serious program impacts. Maintains some expenditure visibility. Man loads effort but does not maintain efficient level of manpower. Some shortage & surpluses occur which cause minor cost/schedule problems. Has a system for tracking and reporting charges in sufficient detail to allow for complete cost status tracking. Efforts are made to reduce charges with some success. Contractor works out problems independently within available resources. Independently reviews on a regular basis the cost performance of the program with a view toward highlighting potential problems to the Fort Worth District contract administration office in sufficient time to prevent a cost problem.

Below Average 0-60

Funds management and cost control efforts are fragmented, with no timely establishment of priorities. Significant delays experienced due to poor planning in the cost control area. Funds management problems arise and get out of control before they are noticed. Contractor does not work to resolve funding difficulties when they arise. No attempt made to man load effort. Availability of manpower used inefficiently. Makes no effort to man load unless in response to the Ft. Worth District direction. No awareness at Contractor's management office level of the status of expenditures for costs. Costs arise with no warning. Insufficient cost breakdown to allow for effective control. Continually overruns original cost estimations. Shows little control of funds or expenditures. No cost visibility in terms of the predication of cost-to-performance. Contractor depends on the Ft. Worth District for review of cost data for predictions of cost performance. No independent cost performance analysis.

4.2 PERFORMANCE:

Above Average 71-100

Facilities and/or services delivered within the required timeframes and meet or exceed contract goals. No interface problems due to excellent work and forethought. Thorough job of inspection of sites/areas to alleviate all potential problems. Improvements are made independently, within available resources. Services are completed as required. Always meets and exceeds standards within available resources. Overall effort is well structured and coordinated so as to produce quality services. Ways to improve the program are constantly explored. Exceptional knowledge of all requirements. Work of the highest caliber and exceeds requirements. Displays great attention to detail. Services are accurate and require no change. Interface areas are stressed to produce a compatible management structure for the project.

Average 61-70

Critical timelines for housing and processing facilities are met, some delay in the delivery of minor facilities and/or services. Facilities and/or services are acceptable and meet established program requirements. Services interface with few minor problems. Inspection system is adequate to identify problems with candidate sites/areas. Contractor puts forth recommendations for improvements within available resources. Services are generally on schedule. Normally meets standards with minor problems. Contractor has system to maintain technical visibility and coordination of overall effort. Contractor interfaces are adequately defined and controlled.

Below Average 0-60

Facilities and Services are marginal and do not meet contractual requirements. Inspection of sites/areas are not adequate enough to identify problems. Makes poor recommendations. Consistently does not meet standards. Technical effort is fragmented with little attempt to coordinate activities. No attempt to provide innovative fixes to problems. Tendency to use methods with no thought of overall aspects of cost, capabilities, procurement or potential operational problems. Services require numerous corrective actions. Work is sloppy and

unprofessional, and tends to leave questionable situations. Services and/or investigations are inaccurate or incomplete and require much rework.

4.3 COORDINATION, FLEXIBILITY, RESPONSIVENESS.

Above Average 71-100

All changes are incorporated into effort with no noticeable effect. Quickly responsive to all requests. No delays in effort due to slow or lethargic re-direction of effort. Plans have flexibility to shift personnel as the need arises.

Average 61-70

Changes cause some problems with effort but no serious program impact is evident. Responds to requests in a timely manner. All actions are processed as quickly as possible. Personnel are utilized in an adequate manner.

Below Average 0-60

Inflexible to changes. Delays caused by slow planning or slow incorporation of program changes into effort. Responds slowly to requests for information. Cannot shift personnel as the need arises.

4.4 AWARD FEE APPLICATION CHART

TOTAL WEIGHTED RATING	% OF AVAILABLE AWARD FEE TO BE AWARDED
0-70	None
71	8
72	16
73	24
74	32
75	40
76	48
77	56
78	64
79	72
80	80
81	81
82	82
83	83
84	84
85	85
86	86

88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

4.5 CONTRACTOR PERFORMANCE EVALUATION REPORT FOR AWARD FEE

Above Average	71-100
Average	61-70
Below Average	0-60

Category Criteria	Ratings	Weighted Factors			Efficiency Rating
1. Funds Management and Cost Control	_____	X	30%	=	_____
2. Performance	_____	X	35%	=	_____
3. Coordination, Flexibility, And Responsiveness	_____	X	35%	=	_____
		TOTAL WEIGHTED RATING		=	_____

AM#2 H.5 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.

END OF SECTION H

SECTION I
CONTRACT CLAUSES

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

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

http://www.arnet.gov/far
http://farsite.hill.af.mil
http://www.dtic.mil/dfars

(End of provision)

2. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far
http://farsite.hill.af.mil
http://www.dtic.mil/dfars

(End of clause)

3. 52.202-1 DEFINITIONS (OCT 1995)

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

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

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for

support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

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

(e) 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.

(f) "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.

(g) 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)

4. 52.203-3 GRATUITIES (APR 1984)

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

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

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

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

(c) If this contract is terminated under paragraph (a) 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)

5. 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)

6. 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) below, 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) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) 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)

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. 52.203-8 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.

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

(End of clause)

9. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

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

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

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

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

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

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

10. 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.

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(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)

11. 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the DoD" means any act in connection with--

(i) Attempting to obtain;

(ii) Obtaining; or

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Suspension or debarment;

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

(3) Termination of the contract for default.

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

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;
(3) The reasons for the requested waiver; and
(4) An explanation of why a waiver is in the interest of national security.
(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

12. 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Commander, US Army Engineer District, Ft. Worth and shall not be binding until so approved.

(End of clause)

13. 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

14. 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)

15. 52.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

(End of clause)

16. 52.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)

(a) If the schedule in this contract contains any contract subline items or exhibit subline items identified as not separately priced (NSP), it means that the unit price for that subline item is included in the unit price of another, related line or subline item.

(b) The Contractor shall not invoice the Government for any portion of a contract line item or exhibit line item which contains an NSP until--

(1) The Contractor has delivered the total quantity of all related contract subline items or exhibit subline items; and

(2) The Government has accepted them.

(c) This clause does not apply to technical data.

(End of clause)

17. 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)

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

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

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

(End of clause)

AM#2 19. DELETED

20. 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 debars 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.

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

(1) The name of the subcontractor.

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

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

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

22. 52.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(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 or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist

country has in any firm that owns or controls the subsidiary. The disclosure shall include--

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

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

(End of provision)

23. 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)

(a) Definitions.

As used in this clause--

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including postconsumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, shall not be used unless the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

24. 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)

25. 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)

26. 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(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) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating 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 contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

27. 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:
(a) The Schedule (excluding the specifications).
(b) Representations and other instructions.
(c) Contract clauses.
(d) Other documents, exhibits, and attachments.
(e) The specifications.

(End of clause)

28. 52.215-9 CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)

(a) The Contractor shall perform in accordance with the make-or-buy program incorporated in this contract. If the Contractor proposes to change the program, the Contractor shall, reasonably in advance of the proposed change, (1) notify the Contracting Officer in writing, and (2) submit justification in sufficient detail to permit evaluation. Changes in the place of performance of any "make" items in the program are subject to this requirement.
(b) For items deferred at the time of negotiation of this contract for later addition to the program, the Contractor shall, at the earliest possible time--
(1) Notify the Contracting Officer of each proposed addition; and
(2) Provide justification in sufficient detail to permit evaluation.
(c) Modification of the make-or-buy program to incorporate proposed changes or additions shall be effective upon the Contractor's receipt of the Contracting Officer's written approval.

(End of clause)

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, 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 or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
(b) Any reduction in the contract price under paragraph (a) of this clause 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.
(c)(1) If the Contracting Officer determines under paragraph (a) 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 (c)(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 "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; 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 "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) 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 that were incomplete, inaccurate, or noncurrent.

(End of clause)

30. 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, 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 or cost 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) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause 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 "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; 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 "as of" date specified on its Certificate of Current Cost or Pricing Data.

(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 that were incomplete, inaccurate, or noncurrent.

(End of clause)

31. 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, 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 applies.

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

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

(End of clause)

32. 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; 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, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, 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 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in 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 exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

33. 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

34. 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-

50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

35. 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

36. 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore it is an unallowable cost under this contract.

(End of clause)

37. 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

38. 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of

assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

39. 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been

granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

40. 52.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data--Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data--Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

41. 52.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) Definition.

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's--

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General. (1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be--

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

(c) Applicability.

Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either--

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling $50 million or more for which cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract--

(i) Received DoD prime contracts or subcontracts totaling $10 million or more (but less than $50 million) for which cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements. (1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is acceptable when the Contractor

has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall--

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) Estimating system deficiencies. (1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall--

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

42. 52.216-7 ALLOWABLE COST AND PAYMENT (APR 1998)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments that have been paid by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension or other postretirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes: Provided, That the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually

makes the payment.

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates,

credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

43. 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.
Such orders may be issued from date of contract award through the contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

(End of clause)

44. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not

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

(End of clause)

45. 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

46. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract period ; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

47. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUN 1999)

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

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

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

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

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals means a small business concern

that represents, as part of its offer, that it meets the definition of a small disadvantaged business concern in 13 CFR 124.1002.

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

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

48. 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)--ALTERNATE II (JAN 1999)

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

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

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plans means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

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

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

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

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

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

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

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

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

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

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

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA's list of small disadvantaged business concerns as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small disadvantaged business source list. Use of PRO-Net and/or the SBA list of small disadvantaged business concerns as its source lists 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) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

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

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

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

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

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

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

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

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

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether HUBZone small business concerns were solicited and, if not, why not;

(C) Whether small disadvantaged business concerns were solicited and, if not, why not;

(D) Whether women-owned small business concerns were solicited and, if not, why not; and

(E) If applicable, the reason award was not made to a small business concern.

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

(A) Trade associations;

(B) Business development organizations; and

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

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

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

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

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

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

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

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

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

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

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated

as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(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 Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

49. 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

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

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

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate

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

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

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

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

(End of clause)

50. 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (JAN 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners and teaming arrangement members through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner or team member, representing itself as a small disadvantaged business concern, is included in the SBA's on-line list of SDBs at http://www.sba.gov or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility. The Contractor acting in good faith may rely on a written representation of its subcontractor regarding the subcontractor's status as a small disadvantaged business concern as defined in 13 CFR 124.1002.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

51. 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.

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

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

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

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

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

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

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

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

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

(End of clause)

52. 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

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

(End of clause)

53. 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)

54. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)

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

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or 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.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

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

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

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

through (e) of this clause.

(End of clause)

55. 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.

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

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

(End of clause)

56. 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)
(R 7-103.17 1958 JAN)
(R 1-12.605)

57. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

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

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

(c) The Contractor shall include this clause in every

subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

58. 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

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

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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

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

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

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

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

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

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole

or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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

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

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

(End of clause)

59. 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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

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

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

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

"Veteran of the Vietnam era" means a person who--

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

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

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

(i) Employment;
(ii) Upgrading;
(iii) Demotion or transfer;
(iv) Recruitment;
(v) Advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

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

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

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

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

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

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

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

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

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

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

60. 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative

action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

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

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

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

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

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

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

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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

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

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

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

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

61. 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

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

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

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

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

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

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

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

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

(End of clause)

62. 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor

prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive, to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Divison shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to

be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous

to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any

prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

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

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeymen classification of work actually

performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

63. 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

The statement of equivalent rates for federal hirs will be furnished at time of Task Order award.

(End of clause)

64. 52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: N/A. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the date of the preproposal conference..

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

65. 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(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) 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)

66. 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 (If none, insert None)	Identification No.

(c) 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)

67. 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

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

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

3-302 of Executive Order 12856.
(End of clause)

68. 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.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

69. 52.223-10 WASTE REDUCTION PROGRAM (OCT 1997)

(a) Definition. "Waste reduction," as used in this clause, means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 12873, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. Any such program shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) and implementing regulations.

(End of clause)

70. 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions. Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____+_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

+The Contractor shall insert the name of the substance(s).

(End of clause)

71. 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

72. 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

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

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

(3) The facility does not meet the reporting thresholds of toxic chemicals established under 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.

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

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

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

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

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

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

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

(End of clause)

73. 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)

74. 52.225-3 BUY AMERICAN ACT--SUPPLIES (JAN 1994)

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

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product 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 products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable (see FAR 25.105).

(End of clause)

75. 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(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 by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

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

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

(End of clause)

76. 52.225-21 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM (JAN 1997)

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

"Components" means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product" means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product 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. A component shall also be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind (i) determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality, or (ii) to which the agency head concerned has determined that it would be inconsistent with the public interest to apply

the restrictions of the Buy American Act.

"End products" means those articles, materials, and supplies to be acquired under this contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"North American Free Trade Agreement" (NAFTA) country means Canada or Mexico.

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

(b) This clause implements the Buy American Act (41 U.S.C. 10), the North American Free Trade Agreement Implementation Act (Pub. L. 103-182, 107 Stat. 2057), and the Balance of Payments Program by providing a preference for domestic end products over foreign end products, except for certain foreign end products which meet the requirements for classification as NAFTA country end products.

(c) The Contracting Officer has determined that the NAFTA applies to this acquisition. Unless otherwise specified, the Act applies to all items in the schedule. The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specifies delivery of foreign end products in the provision entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate." An offer certifying that a NAFTA country end product will be supplied requires the Contractor to supply a NAFTA country end product or, at the Contractor's option, a domestic end product.

(End of clause)

77. 52.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1999)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico--

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply--

(1) To supplies listed in FAR 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
(C) Upholstered seats (whether for household, office, or other use); and
(D) Parachutes (Federal Supply Class 1670); or
(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

78. 52.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)

(a) Definitions.
As used in this clause--
(1) "Bearing components" means the bearing element, retainer, inner race, or outer race.
(2) "Miniature and instrument ball bearings" means all rolling contact ball bearings with a basic outside diameter (exclusive of flange diameters) of 30 millimeters or less, regardless of material, tolerance, performance, or quality characteristics.
(b) The Contractor agrees that, except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components (including miniature and instrument ball bearings) delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United Stats or Canada. Unless otherwise specified, raw materials, such as performed bar, tube, or rod stock and lubricants, need not be mined or produced in the United States or Canada.
(c)(1) The restriction in paragraph (b) of this clause does not apply to the extent that--
(i) The end items or components containing ball or roller bearings are commercial items; or
(ii) The ball or roller bearings are commercial items manufactured in the United Kingdom.
(2) The commercial item exception in paragraph (c)(1) of this clause does not include items designed or developed under a Government contract or contracts where the end item is bearings and bearing components.
(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7019-3 of the Defense Federal Acquisition Regulation Supplement. If the restriction is waived for miniature and instrument ball bearings, the Contractor agrees to acquire a like quantity and type of domestic manufacture for nongovernmental use.
(e) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Office.
(f) The Contractor agrees to insert this clause, including this paragraph (f), in every subcontract and purchase order issued in performance of this contract, unless items acquired are--
(1) Commercial items other than ball or roller bearings; or
(2) Items that do not contain ball or roller bearings.

(End of clause)

79. 52.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.
As used in this clause--
(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
(2) "United States person" is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern

(including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

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

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

(End of clause)

80. 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (MAY 1999)

(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 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(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

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

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership 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.

(c) 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 representation 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 representation 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)

81. 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of 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 the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)
(R 7-104.5 1975 JUN)

82. 52.227-14 RIGHTS IN DATA--GENERAL (JUN 1987)

(a) Definitions. "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof. "Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial

and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data. Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibtions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Reserved.

(3) Reserved.

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

83. 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial,

administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause

applies.

(End of clause)

84. 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of clause)

85. 52.227-7000 NON-ESTOPPEL (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

86. 52.227-7002 READJUSTMENT OF PAYMENTS (OCT 1966)

(a) If any license, under substantially the same patents and authorizing substantially the same acts which are authorized under this contract, has been or shall hereafter be granted within the United States, on royalty terms which are more favorable to the licensee than those contained herein, the Government shall be entitled to the benefit of such more favorable terms with respect to all royalties accruing under this contract after the date such more favorable terms become effective, and the Contractor shall promptly notify the Secretary in writing of the granting of such more favorable terms.

(b) In the event any claim of any patent hereby licensed is construed or held invalid by decision of a court of competent jurisdiction, the requirement to pay royalties under this contract insofar as its arises solely by reason of such claim, and any other claim not materially different therefrom, shall be interpreted in conformity with the court's decision as to the scope of validity of such claims; provided, however, that in the event such decision is modified or reversed on appeal, the requirement to pay royalties under this contract shall be interpreted in conformity with the final decision rendered on such appeal.

(End of clause)

87. 52.227-7010 LICENSE TO OTHER GOVERNMENT AGENCIES (AUG 1984)

The Contractor hereby agrees to grant a separate license under the patents, applications for patents, and improvements referred to in the "License Grant" clause of this contract, on the same terms and conditions as appear in this license contract, to any other department or agency of the Government at any time on receipt of a written request for such a license from such department or agency; provided, however, that as to royalties which accrue under such separate licenses, reports and payments shall be made directly to the Contractor by each such other department or agency pursuant to the terms of such separate licenses. The Contractor shall notify the Licensee hereunder promptly upon receipt of any request for license hereunder.

(End of clause)

88. 52.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs,

specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

89. 52.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

90. 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

(End of clause)

91. 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)
(R 7-104.2(a) 1960 JAN)
(R 1-10.402(a))

92. 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain

during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

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

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

(End of clause)

93. 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed--

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the

part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which my be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

94. 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 promulgaged by the Appraisal Foundation.

(End of clause)

95. 52.228-14 IRREVOCABLE LETTER OF CREDIT (OCT 1997)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all

or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

(Issuing Financial Institution's Letterhead or Name and Address)

Issue Date_____

Irrevocable Letter of Credit No._____

Account party's name_____

Account party's address_____

For Solicitation No._____

(For reference only)

TO: (U.S. Government agency)

(U.S. Government agency's address)

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

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

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

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

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

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

Sincerely,
(Issuing financial institution)

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

(Confirming Financial Institution's Letterhead or Name and Address)

Date _____ 19_____

Our Letter of Credit Advice Number_____

Beneficiary:_____

(U.S. Government agency)

Issuing Financial Institution:_____

Issuing Financial Institution's LC No.:_____

Gentlemen:

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

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

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

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

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

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

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

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

Sincerely,
(Confirming financial institution)

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

SIGHT DRAFT

_____

(City, State)

_____, 19_____

_____

(Name and address of financial institution)

Pay to the order of_____

(Beneficiary Agency)

the sum of United States $ _____

This draft is drawn under_____

Irrevocable Letter of Credit No._____

By: _____

(Beneficiary Agency)

(End of clause)

96. 52.228-15 Performance and Payment Bonds--Construction (SEP 1996)

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

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

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

(1) Performance Bonds (Standard Form 25):

(i) The penal amount of performance bonds shall be 100 percent of the estimated cost of the construction portion of any issued Task Order.

(ii) The Government may require additional performance bond protection when the estimated cost of construction is increased. The increase in protection shall generally equal 100 percent of the increase in the estimated construction portion.

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

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the estimated cost of the construction portion of any issued Task Order if the estimated cost is not more than $1 million;

(B) 40 percent of the construction portion if the estimated cost is more than $1 million but not more than $5 million; or

(C) $2.5 million if the estimated cost is more than $5 million.

(ii) If the original estimated cost of the construction portion of any issued Task Order is $5 million or less, the Government may require additional protection if the estimated cost of the construction portion is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

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

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the Task Order, or otherwise specified by the Contracting Officer, but in any event, before starting work.

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

Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.
(End of clause)

97. 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR, Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should

have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR, Part 9904 or a CAS rule or regulation in 48 CFR, Part 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of $500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

98. 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard-Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to the contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR, Parts 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of $500,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

99. 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)

The Contractor agrees that it will consistently follow the cost accounting practices disclosed on Form CASB DS-1 in estimating, accumulating and reporting costs under this contract. In the event the Contractor fails to follow such practices, it agrees that the contract price shall be adjusted, together with interest, if such failure results in increased cost paid by the U.S. Government. Interest shall be computed at the annual rate of interest established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) from the time payment by the Government was made to the time adjustment is effected. The Contractor agrees that the Disclosure Statement filed with the U.K. Ministry of Defence shall be available for inspection and use by authorized representatives of the United States Government.

(End of clause)

100. 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

(a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to)

before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):

(i) Within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or

(ii) In the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.

(b) After an ACO or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.

(1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards-Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards-Educational Institution, which have an award date before the effective date of that standard or cost principle.

(2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards-Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.

(3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards-Educational Institution; or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.

(c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.

(d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.

(e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and

(2) Include the substance of this clause in all negotiated subcontracts. In addition, within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administrative office cognizant of the subcontractor's facility:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.
(iii) Name of Contractor making the award.
(iv) Any changes the subcontractor has made or proposes to make to cost accounting practices that affect prime contracts or subcontracts containing the clauses at FAR 52.230-2, 52.230-3, or 52.230-5, unless these changes have already been reported. If award of the subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.

(f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.

(g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

101. 52.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

102. 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.

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

(End of clause)

103. 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)

104. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2000 . The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond September 30, 2000, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(SS 7-104.91(b) 1975 JUN)

105. 52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if

incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)
(R 7-203.3(a) 1966 OCT)
(R 7-402.2(a) 1966 OCT)
(R 7-402.2(b) 1973 MAY)
(R 1-7.202-3(a))
(R 1-7.402-2(a) & (b))

106. 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a

cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)
(R 7-203.3(b) 1966 OCT)
(R 7-402.2(c) & (d) 1966 OCT)
(R 1-7.202-3(b)
(R 1-7.402-2(c) & (d))

107. 52.232-23 I ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I (APR 1984)

(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. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

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

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

(End of clause)

(R 7-103.8 1962 FEB)
(R 1-30.703 1976 MAY)

108. 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause 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)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments.

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of 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.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) 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 paragraph (a)(3)(i) through (a)(3)(viii) 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 (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), 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)(5) 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 the mailing or transmission.)

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

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(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) Any other information or documentation required by the contract (such as evidence of shipment).

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

(4) 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)(4)(i) through (a)(4)(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, or Contractor compliance with any contract term or condition.

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

(5) 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)(3) 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, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, 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 (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

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

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

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

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) 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 as described in subparagraph (a)(5) of this clause 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.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

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

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

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after 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 paragraph (a)(5)(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 paragraph (a)(7)(iii)(A) of this clause.

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

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

(b) Contract financing payments--

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

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

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

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

109. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

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

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

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

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

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

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House

Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

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

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of Clause)

110. 52.233-1 DISPUTES (DEC 1998)

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

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

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

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

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(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 duty authorized to certify the claim on behalf of the Contractor."

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

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

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

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

(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)

111. 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(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 Termination 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, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

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

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

(End of clause)

112. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

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

(End of clause)
(R 7-104.63 1968 FEB)

113. 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

114. 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(a) Notwithstanding any other clause of this contract--

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

(End of clause)
(R 7-203.35 1978 AUG)

115. 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)

(a) Definition. Proposal, as used in this clause, means either--

(1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which--

(i) Relates to any payment made on the basis of billing rates; or

(ii) Will be used in negotiating the final contract price; or

(2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.

(b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 256, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall not include in any proposal any cost which is unallowable, as defined in Part 31 of the FAR, or an executive agency supplement to Part 31 of the FAR.

(d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to--

(1) The amount of the disallowed cost allocated to this contract; plus

(2) Simple interest, to be computed--

(i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

(ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).

(e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.

(f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.).

(g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.

(h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

(End of clause)

116. 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)

117. 52.242-7005 COST/SCHEDULE STATUS REPORT (MAR 1998)

(a) The Contractor shall use management procedures in the performance of this contract that provide for--

(1) Planning and control of costs;

(2) Measurement of performance (value for completed tasks); and

(3) Generation of timely and reliable information for the cost/schedule status report (C/SSR).

(b) As a minimum, these procedures must provide for--

(1) Establishing the time-phased budgeted cost of work scheduled (including work authorization, budgeting, and scheduling), the budgeted cost for work performed, the actual cost of work performed, the budget at completion, the estimate at completion, and provisions for subcontractor performance measurement and reporting;

(2) Applying all direct and indirect costs and provisions for use and control of management reserve and undistributed budget;

(3) Incorporating changes to the contract budget base for both Government directed changes and internal replanning;

(4) Establishing constraints to preclude subjective adjustment of data to ensure that performance measurement remains realistic. The total

allocated budget may exceed the contract budget base only after consultation with the Contracting Officer. For cost-reimbursement contracts, the contract budget base shall exclude changes for cost growth increase, other than for authorized changes to the contract scope; and

(5) Establishing the capability to accurately identify and explain significant cost and schedule variances, both on a cumulative basis and projected at completion basis.

(c) The Contractor may use a cost/schedule control system that has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with the earned value management system criteria provided in DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPS) and Major Automated Information System (MAIS) Acquisition Programs.

(d) The Government may require integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 180 calendar days after (1) contract award, (2) the exercise of significant contract options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(e) The Contractor shall provide access to all pertinent records, company procedures, and data requested by the ACO, or authorized representative, to--

(1) Show proper implementation of the procedures generating the cost and schedule information being used to satisfy the C/SSR contractual data requirements to the Government; and

(2) Ensure continuing application of the accepted company procedures in satisfying the C/SSR data item.

(f) The Contractor shall submit any substantive changes to the procedures and their impact to the ACO for review.

(g) The Contractor shall require a subcontractor to furnish C/SSR in each case where the subcontract is other than firm-fixed-price, is 12 months or more in duration, and has critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor. Each subcontractor's reported cost and schedule information shall be incorporated into the Contractor's C/SSR.

(End of clause)

118. 52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its rights to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse

the Contractor from proceeding with the contract as changed.
(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)
(R 7-1909.2 1971 NOV)
(R 7-103.2 1958 JAN)
(R 1-7.102-2)

119. 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

120. 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definition.
"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
(1) 52.222-26, Equal Opportunity (E.O. 11246);
(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

121. 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)

122. 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) 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 such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use 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.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or 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.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, 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 this 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 such 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 property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) 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. 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.

(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 the 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 business practice and the applicable provisions of FAR Subpart 45.5.

(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.

(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) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession

and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(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 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 cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor 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 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 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)

123. 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify

the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

(End of clause)
(AV 7-104.24(e) 1965 APR)

124. 52.245-7001 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)

125. 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

126. 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)

(a) "International air transportation," as used in this clause, means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States," as used in this clause, means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of the United States.

"U.S.-flag air carrier," as used in this clause, means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) The Contractor agrees, in performing work under this contract, to use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent that service by those carriers is available.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-
FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]:

_____

_____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

127 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (JUN 1997)

(a) The Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are--

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and

tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer, and (ii) Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.
(B) Name of vessel.
(C) Vessel flag of registry.
(D) Date of loading.
(E) Port of loading.
(F) Port of final discharge.
(G) Description of commodity.
(H) Gross weight in pounds and cubic feet if available.
(I) Total ocean freight revenue in U.S. dollars.

(d) Except for contracts at or below the simplified acquisition threshold, the Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract.

(e) The requirement in paragraph (a) does not apply to--

(1) Contracts at or below the simplified acquisition threshold;

(2) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;

(3) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353); and

(4) Shipments of classified supplies when the classification prohibits the use of non-Government vessels.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

(End of clause)

128. 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding $50.00. Bills under $50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW., Washington, DC 20405. The Contractor shall include the paid freights bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be

forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of this statement. The statement shall show--

(1) The name and address of the Contractor;

(2) The contractor number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office;

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

129. 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.

(c) 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)

130. 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)

131. 52.248-1 VALUE ENGINEERING (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 net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

(4) Annual acquisition savings, which are the net reduction in acquisition cost to the Government of an item, resulting from an accepted Value Engineering Change Proposal which the Government determines to reduce the quantity requirements on either the instant contract, concurrent and/or future contracts during the shared period.

"Collateral costs," as used in this clause, means agency cost 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.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"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.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"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 logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP

acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation cost) resulting from using the VECP on the instant contract or the amount of savings in annual acquisition cost per unit resulting from the procurement of a reduced total annual demand. In service contracts, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on the instant contract, multiplied by the appropriate contract labor rate. Unit cost reduction for savings in annual acquisition cost will be determined by: old annual demand (OAD) of the old item multiplied by the old unit cost (OUC) minus "new" annual demand (NAD) of the new part multiplied by the new unit cost (NUC) and this quantity divided by the "new" annual demand (NAD): {(OAD x OUC) - (NAD x NUC)}/NAD.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"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 overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) 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 the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) 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 the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) 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.

(8) 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 Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative 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 and made either before or within a reasonable time after contract performance is completed. Until such 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 and the decision as to which of the sharing rates applies 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 rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(figures in percent)

Contract Type	Sharing Arrangement: Incentive (voluntary)		Sharing Arrangement: Program requirement (mandatory)	
	Instant contract rate	Concurrent and future contract rate	Instant contract rate	Concurrent and future contract rate
Fixed-price (other than incentive)	50	50	25	25
Incentive (fixed-price or cost)	+	50	+	25
Cost-reimbursement (other than incentive)++	25	25	15	15

+ Same sharing arrangement as the contract's profit or fee adjustment formula.
++Includes cost-plus-award-fee contracts.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract,

(ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method,

the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, 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, target price, target cost, 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.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) 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 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)

132. 52.249-6 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

(1) The Contracting Officer determines that a termination is in the Government's interest; or

(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for

default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) 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), 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 cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, 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, (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, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(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 (c)(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.

(d) 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.

(e) 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 the 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.

(f) 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.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) 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 subparagraph (h)(1) of this clause.

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

(i) Accounting, legal, clerical, and other expenses reasonable 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. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in 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 (f) or (h) above or paragraph (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an 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 this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(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) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of clause)

133. 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

(End of clause)

(R 7-203.11 1969 AUG)
(R 1-8.708)
(R 7-605.39)
(R 1-7.403-5)
(R 7-702.7)
(R 7-703.7)
(R 1-7.202-11)
(R 1-8.700-2(c))

134. 52.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the

terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule Contractor).

(2) The following statement: This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule Contractor refuses to honor an order placed by a Government Contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means with 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number): .....
.....

Government Remittance Address:

Payment Office
U.S. Army Corps of Engineers
USACE Finance Center
ATTN: CEFC-AO
8055 Highway 51 North
Millington, TN 38053

(End of clause)

135. 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(End of clause)
(NM)

136. 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.
(c) 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)

END OF SECTION I

SECTOR MAP IDENTIFIED SITES

SITE 1. Miami Sector: Dade county, Florida
(Represents CLINS 0002A, 0005A, 0006A, 0009A, 0010A, 0013A, 0014A, 0017A, 0018A)

SITE 2. Laredo Sector: Webb county, TX
(Represents CLINS 0002B, 0005B, 0006B, 0009B, 0010B, 0013B, 0014B, 0017B, 0018B)

SITE 3. McAllen Sector: Cameron county, TX
(Represents CLINS 0002C, 0005C, 0006C, 0009C, 0010C, 0013C, 0014C, 0017C, 0018C)

SITE 4. Del Rio Sector: Val Verde county, TX
(Represents CLINS 0002D, 0005D, 0006D, 0009D, 0010D, 0013D, 0014D, 0017D, 0018D)

SITE 5. Marfa Sector: Presido county, TX
(Represents CLINS 0002E, 0005E, 0006E, 0009E, 0010E, 0013E, 0014E, 0017E, 0018E)

SITE 6. El Paso Sector: El Paso county, TX
(Represents CLINS 0002F, 0005F, 0006F, 0009F, 0010F, 0013F, 0014F, 0017F, 0018F)

SITE 7. Tucson Sector: EITHER PIMA OR SANTA CRUZ County, Arizona
(Represents CLINS 0002G, 0005G, 0006G, 0009G, 0010G, 0013G, 0014G, 0017G, 0018G)

SITE 8. Yuma Sector: YUMA County, Arizona
(Represents CLINS 0002H, 0005H, 0006H, 0009H, 0010H, 0013H, 0014H, 0017H, 0018H)

SITE 9. El Centro Sector: IMPERIAL County, California
(Represents CLINS 0002J, 0005J, 0006J, 0009J, 0010J, 0013J, 0014J, 0017J, 0018J)

SITE 10. San Diego Sector: San Diego County, California
(Represents CLINS 0002K, 0005K, 0006K, 0009K, 0010K, 0013K, 0014K, 0017K, 0018K)

TEMPORARY STAGING FACILITY

NARRATIVE REPORT

AND

GENERIC CONCEPT SITE PLANS

For

Department of Justice
Immigration and Naturalization Service

November 1998

APPENDIX B

DACW63-00-R-0002

US ARMY CORPS
OF ENGINEERS

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Temporary Staging Facility Operational Concept A – I
(Attachment "A" to APPENDIX B)

Conceptual Drawings (Separate Document)

Executive Summary

In 1993 the Department of Justice (DOJ) directed the Immigration and Naturalization Service (INS) to formulate contingency plans to respond to emergency type mass migration of aliens along the southern perimeter of the United States. Migration into the US would be from either a political or a natural disaster. This planning effort lead to the Temporary Staging Facility (TSF) concept. Through a combined effort of INS, DOJ, DOD (Office of Director of Military Support), and SVERDRUP Facilities Inc. (Engineer Consultant), 10 sites (1 in Florida, 5 in Texas, 2 in Arizona, and 2 in California) were identified as possible TSF sites.

The TSF will function as a secured temporary processing center with a design capacity of 5,000 aliens at a processing rate of 1,600 to 1,800 detainees per day, with a 72-hour turn-around period. Aliens will be transported by bus or air to and from the TSF. The facility will operate 24 hours a day and is planned for duration of 60 to 90 days. Staffing needed to operate the facility is estimated at 1,500 people from various governmental agencies and civilian contract personnel.

A generic concept site plan for the TSF has been developed based on security, functional, and operational criteria. This plan encompasses approximately 100 acres of area. Three major components of the plan are the Processing/Administration area, Housing, and Contractor Base Operation. The most efficient plan is to have these components located together, however adequate space may not be available at one site; therefore these components may require separate locations within the installation. While the generic plan calls for all new construction, the plan can be adapted to incorporate the use of existing structures.

TEMPORARY STAGING FACILITY – FACILITY DESCRIPTION:

Vehicle Sally Port

Two 56 person buses will be offloaded within an uncovered hard surfaces fenced enclosure where aliens will be provided an initial orientation on reception activities as well as the purpose and expected duration of their stay at the facility. The fenced enclosure will be divided into two areas with a gate between to separate incoming and outgoing buses. Fabric screening will be used to shield views from the public. Gates will be secured with a chain and padlock. Independent controlled security lights will be provided in both areas.

Covered Metal Detector

Aliens will be moved individually through a covered hard surfaced security screening area where they will be searched for weapons and contraband and then pass through a metal detection device and search table. Each will be visually checked by a representative of the Public Health Service (PHS) for obvious symptoms of disease or other immediate medical needs.

In-Process Holding

150-200 aliens will be moved into a holding area segregated according to their classification into one of the following categories: male, female and children, family, sick or security risk. The holding area will have overhead cover and sides that can be closed in the event of inclement weather or opened to permit ventilation. The area will be divided into 4 parts with the capability to subdivide two parts into 2 areas each. Benches with backs to accommodate 100% of the aliens will be provided. Five cots each will be provided in women/children and family areas in addition to benches; visual screening will be provided between men and women. The INS officer will determine whether aliens will be issued jumpsuits and required to shower prior to or at the completion of processing, to ensure the most efficient use of in-processing, the gates between the jumpsuit issue and shower facility and the processing area will be secured to prevent mixing of processed and unprocessed aliens. Food, water and toilet facilities will be available within all areas. (Up to a 3 hour stay is possible).

Space Requirements:

Table 1 (A-5.11.2a)

Reception In-Process Holding				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Vehicle Sally Port (Det Delivery)	1		0	For 3 buses
Search	1 1	40 40	80 40	Metal detector Search table to open bags
Male Holding Area	2	330	660	Benches 24” per seat
Female/Juvenile Holding Area	1	330	330	Benches 24 “per seat/5 cots
Disciplinary Holding Area	1	120	120	Benches 24 “per seat
Medical Holding Area	1	120	120	Benches 24 “per seat
Temporary Baggage Drop	4	12	48	
Alien Toilets	8	30	240	(2 ea, men)
Net Square Feet			1,598	Gross = 1,600 sf, ie 4 10'x40' modules

Jumpsuit Issue

Aliens will be issued a jumpsuit, towel and laundry bag. Personal clothing will be collected, put in tagged plastic mesh bags and sent off-site for laundering. Laundry bag tags will be given to the alien during the IDENT processing.

Space Requirements:

Table 2 (A-5.7)

Jumpsuit Issue				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Laundry Manager	1	100	100	Office shared w/clerk
Soiled Staging	1	300	300	Aliens laundry in tagged plastic mesh bags
Hot Water Heater Enclosure	1	100	100	Free-standing, next to laundry (for showers)
Jumpsuit	1	250	250	Counter
Towels	1	200	200	Counter
Clean Clothing Storage	1	200	200	Racks
Clean Personal Clothing Return	1	200	200	Counter
Clean Staging	1	300	300	
Soiled Clothing Storage	1	300	300	
Staff Toilet	2	50	100	
Net Square Feet			2,000	Gross Area = 2,016 ie 3 modules

Showers/Dressing/Toilets

Aliens will be directed to shower either before or after processing. Upon entering the dressing area, the alien will remove their clothing, place it in the laundry bag, place residual personal property in the box, shower, and don the jumpsuit. Soap and shampoo will be provided in the showers and the dressing area will be private or observable from the shower to ensure property security.

Space Requirements:

Table 3 (A-5.11.2b)

Showers/Dressing/Toilets				
Area Description	**Quantity**	**Area Unit**	**Net Area**	**Notes**
Male Showers	24	20	480	Estimated Sizes
Female Showers	6	20	120	Depending on final layout, male/female use may be scheduled sequentially.
Dressing Areas:				
Male Dressing	24	20	480	
Female Dressing	6	20	120	
Toilets:				
Male Aliens	6	30	180	
Female Aliens	3	30	90	
Net Square Feet			1,470	Commercial units will be used if possible. Distribution is 6 showers to in-Processing. 3 to out-processing. Toilet distribution is 6 for in-processing and 3 for out-processing.

IDENT Processing

The existing INS computerized tracking and identification system for aliens is called "IDENT". Each alien's data is entered into the IDENT database, including electronic index fingerprints and digital photograph. Alien or "A-File" processing and booking will be performed and aliens will be photographed with a Polaroid camera.

In-Processing

A ten-digit paper fingerprint set will be taken in this area. Aliens will then be interviewed by processing officers who will complete the alien record, assign A-numbers and initiate record checks. Built-in counters with separation walls for 48 computers and 24 printers will be required. 48 computer workstations and 24 printers in built-in furniture will be required for processing officers. Walls around offices to be sound deadened. Intel Officer to have door lock and a secure telephone. Remaining offices to have regular telephones. Doors from clerical space to processing officer space to have mechanical type ciper locks.

Space Requirements:

Table 4 (A-5.11.3)

IDENT Processing				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
IDENT Station	10	30	300	Based on 80 cases per hour
Polaroid Station	2	24	48	Required on Booking Report, court papers and positive identification When IDENT is not available. The Exposures provide 8 images.
Aliens Waiting Area	1	650	650	
Net Square Feet			998	Gross = 1,008 sf, ie 2 12'x42' modules

Table 5 (A-5.11.4)

In-Processing "A-File"				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Aliens Waiting Area	4	420	1,680	
Processing Stations	48	30	1,440	Based on 80 cases per hour
File Storage	24	30	720	
Supervisor	2	80	160	
Fingerprinting Station	8	20	160	
Copier Area	4	40	160	
Supply	4	40	160	
Net Square Feet			4,480	Gross = 5,376 sf ie 8 modules

Table 6 (A-5.11.5)

In-Processing (Unaccompanied Minors and Intel Processing)				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Interview Officer	1	120	120	
Juvenile Officer	6	100	600	
Office Support Staff (Clerical	3	80	240	
Intel Officer	1	120	140	
Intel Clerk	1	80	80	
Interrogation Room	2	80	160	
Copier Fax Storage	1	400	400	
Toilet	2	40	80	
Net Square Feet			1,820	Gross = 2,016 sf ie 3 modules

Booking/Property Storage/Billet Assignment and Out-Processing

Booking includes billet assignment and property storage. At the completion of In-Processing, alien property will be inventoried, placed in the personal storage box, and a receipt issued to the alien. Currency and other valuable property will be reflected on the inventory but stored separately in (21) 5-drawer lockable file cabinets. Aliens will be allowed to mail their personal property or place it in storage. Any property that is not mailed or stored will be surrendered. Storage space for 5,000 in 1'x1'x1' personal storage boxes will be required. Billet assignments will be made, once property turn-in is complete, by a booking officer based on the alien's classification and the bed space available in the housing units. Aliens will be issued a card indicating housing unit, area and bed number. Twenty booking officers with computers with built-in counters with separation wall between will be required.

Out-Processing will consist of verifying alien identity, preparing a manifest and preparing property for movement if it is to travel on the same conveyance as the alien. INS officers will issue personal property and receipt. These in-process and out-process activities take place in separate areas within the same building. Twenty processing officers with built-in counters with separation wall between will be required.

Space Requirements:

Table 7 (A-5.11.6)

Booking, Property Storage				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
In-Processing:				
Alien Waiting Area	1	2,400	2,400	
Processing Stations	20	60	1,200	Based on 80 cases per hour
Clerks	5	60	300	
Mail Storage	1	120	120	In waiting area
Copier Area	1	50	50	
Supply	1	100	100	
Empty Property Box Storage	1	0	0	Est. 200-300 on hand (flat) store under counter
Property Storage:				
Staging Area	2	1,200	2,400	
Property Storage	11	200	2,200	One for "Unclaimed" property
High Value Property Storage	1	200	200	21- 5 drawer lockable file cabinets
Supervisor	3	100	300	
Net Square Feet			9,270	Gross = 9,408 sf ie 14 modules

Table 7A (A-5.11.6)

Out-Processing:				
Alien Waiting Area	1	2,400	2,400	
Processing Stations	20	60	1,200	Based on 80 cases per hour
Clerks	5	60	300	
Fingerprinting Station	4	30	120	In waiting area
Copier Area	1	50	50	
Staff Toilet	4	50	200	
Net Square Feet			4,270	Gross = 4,704 sf ie 7 modules

Medical Screening

Medical screening will be performed at a rate of 75-80/hr (approximate 10 min. each) by Public Health Service (PHS) staff after completion of registration process. This will consist of a symptomatic examination and a tuberculosis chest x-ray and creation of a medical history record. Medical records are generated and maintained electronically using a PHS system. A holding area for a maximum of 12 people is needed outside screening facility. Space for 11 nurses, 10 interpreters, 4 record technicians, 5 security people, file space, toilets, storage and seating area with chairs will be needed. X-rays will be performed in two mobile x-ray units adjacent to the Medical Screening Facility.

Space Requirements:

Table 8 (A-5.6.1)

Medical Screening Facility				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Alien Holding	1		0	External holding area max of 100 aliens
Record Storage and Sitting Area	1	900	900	With chairs
Screening Station	16	70	1,120	
Staff Toilets	2	50	100	
Supervisor's Workstation	1	60	60	
Storage Area	1	60	60	Separate from Clinic
Mobile X-ray Units	2	0	0	Mobile Units (10’ x 30’)
Net Square Feet			2,180	Gross = 2,688 sf ie 4 modules

Medical/Health Care

Aliens (on a needed basis) with injury or illness or deemed not fit for travel will be held for medical/health care screening as described in the Operation Concept Document. Space for medical commander, deputy medical commander, administrative officer, clerk, physician, 4 nurses, 2 physician assistants, 6 interpreters, pharmacist, pharmacy assistant, 4 records technicians, 2 nursing assistants, 5 security guards, waiting, alien toilets, exam rooms, records/reception area, administration area, staff area with toilets, pharmacy, emergency, triage, clean and dirty utility, and storage areas are needed.

Space Requirements:

Table 9 (A-5.6.3)

Medical Clinic				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Health Records/Reception	1	500	500	Counter w/open workstation, file storage
Alien Waiting	2		0	(External holding area) 1 intake/1 treatment
				max of 100 aliens each
Aliens Toilets	8	30	240	Medical requirements for space
Staff Toilets	2	50	100	
Examination Rooms	16	130	2,080	7 screening/9 urgent care with lavatories
Clean/Dirty Utility	2	280	560	1 screening urgent care
Triage Area	1	800	800	
Admin Area	1	500	500	
Physician's Office	1	150	300	Private office shared
Phys Asst/Nurse Prac	1	120	120	Private office shared
GYN Exam Rooms	2	130	260	
Emergency Treatment Area	1	700	700	
Pharmacy	1	600	600	Secure storage, work area
Dental	0	0	0	Not in program
Sick Call Field Staff	4	100	400	
Sick Call Area	1	0	0	Sick call takes place in housing compounds
Storage Area	1	500	500	Controlled by medical staff
Net Square Feet			7,660	Gross = 8,064 sf ie 12 modules

Linen/Sundry Items Issue

After medical screening, aliens receive bed linen and sundry items and are escorted to a housing compound. Storage space for bed linens, sundry items and issue counter will be required.

Space Requirements:

Table 10 (A-5.11.9)

Linen Issue /Sundry Items				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Issue Counter	1	60	60	
Linen Storage	1	600	600	
Sundry Pack Storage	1	250	250	Est 200-300 on hand
Housing Assignment Waiting Area	1		0	Outside (fenced)
Net Square Feet			910	Gross =1,344 sf ie 2 modules

Housing Units and Support Facilities

Basic unit will be 16’ x 32’ tent structure with plywood floor to house 12 people on military style cots. Housing support facilities consist of showers, hand washing basins, telephone, food serving, recreation spaces and two administration areas.

Space Requirements:

Table 11 (A-4.1a)

Basic Housing Unit					
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**	
Housing Units	1	512	512	Per GP Medium Tent or Precut Building	
General Housing Subtotal			512		

Table 11A (A-4.1b)

General Housing Space Requirements				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Male	336	512	172,032	Initial program only, M/F can be changed in increments of 168
Female	56	512	28,672	See above
Family Housing	0	512	0	Up to 28 family units can be housed in lieu of 168 aliens.
Juvenile				
Male	14	512	7,168	
Female	14	512	7,168	
Spare Capacity (Maint Rotation)	42	512	21,504	
Net Square Feet			236,544	These 462 housing units do not include the Medical/Security Compound

Table 11B (A-4.1c)

Housing Support Facilities				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Toilets	24	16	384	Chemical Toilets
Showers	24	20	480	To be based on commercially available Unit exact size to be determined
Hand Washing Basins	3	40	120	Three Stainless steel basins, 8 capacity each
Telephone Units	3	80	240	Based on commercially available units with 8 pay Phones per unit
Recreation Space	0	0	0	Space deleted by INS. Will be restricted to open Space within each
Food Serving Areas	3	1,024	3,072	Drinking water always available
Admin Area	2	180	360	Sick call and Liaison
Net Sq Ft. per Housing Compound			4,656	
Net Square Feet all Eleven General Purpose Housing Compounds			51,216	Does not include Medical/Security Compound

Table 11C (A-4.1d)

Medical/Security Housing Compound				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Medical Isolation Unit	5	1,344	6,720	8 patients per unit. 40 total capacity, Each unit has 2 toilets, 1 shower and a nurse's station/
Medical Non-Isolation Unit	5	1,344	6,720	10 patients per unit. 50 total capacity. Each unit has 2 toilets, 1 shower and a nurse's station.
Medical Support Trailer	1	280	280	
Total Medical Unit Square Feet			13,720	
Disciplinary Unit	10	1,344	13,440	Each unit houses 15 aliens. 16 toilets, 1 Shower, 1 guard station
Security Support Trailer	1	280	280	
Recreation Space	0	0	0	Space deleted by INS. Will be restricted to open Space within each compound
Total Security Unit Square Feet			13,720	
Net Sq. Ft. per Housing Compound			27,440	

Security Command Center

The Command Center will oversee the security of the TSF, coordinate the routine movement of the aliens within the facility and direct responses to fire and security problems. The center will have access to a radio base station to communicate with portable radios used within the facility, busses and other vehicles transporting aliens to or from the facility. A security camera will be mounted on the radio tower and monitored at the Central Command Control Room.

Space Requirements:

Table 12 (A-5.3a)

Security Command Space Requirements				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Central Command Control Room	1	644	644	Communications center base station with monitor on tower.
Staff Toilet	2	50	100	
Chief Det Enf Officer (CDEO)	1	120	120	Semi-private
Deputy CDEO	1	120	120	Semi-private
Shift Commanders	3	100	300	Semi-private
ERT Coordinator	1	120	120	Semi-private
Clerical	3	80	240	Open work station
Multi Purpose Meeting Room	1	300	300	Disciplinary hearings, staff briefings, etc
Sup Comm Officer	1	100	100	Semi-private
ADP Specialist	2	100	200	Semi-private Security and System
Mail/Fax/Storage	1	60	60	
Copier	1	50	50	
File Cabinets	5	20	100	
Director, Contract Security	1	120	120	Semi-private
Contract Security Support	1	400	400	Open work space
Net Square Feet			2,974	Gross = 3,360 sf ie 5 modules

TSF Administration

Administration consists of clerical support, computer assistance and support, transportation dispatch support, all supplies and logistics functions to administer the TSF operations. Both INS and support contractor space is required.

Space Requirements:

Table 13 (A-5.2)

Space Requirements TSF Administration				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Public Entrance/Lobby	0	0	0	Requirement deleted by INS
Facility Administrator (OIC)	1	150	150	Office
Weapons Locker	0	0	0	Weapons Locker at Guard House
Conference Room	1	200	200	
Admin Officer/Secretary	1	100	100	Open work station
Asst Facility Admin (AOIC)	1	120	120	Office
Legal Officer	1	100	100	Semi-private
Fiscal Clerk	1	100	100	Open work station, includes safe/locked cabinets
Personnel Officer	2	100	200	Semi-private
Multi-Purpose Office	2	120	240	Semi-private w/separate fax,PCS
Chief, Ops Support	1	120	120	Semi-private
Secretary	1	80	80	Open work station
Sup Contracting Officer	1	120	120	Semi-private
COTR	3	120	360	Open work station
Small Purchase Officer	3	120	360	Open work station
Clerical	31	60	1,860	Open work station
Computer Work Station	2	60	120	Open work station
Mail/Fax/Storage	2	60	120	
Copier	2	60	120	
File Cabinets	24	10	240	
Staff Toilet (shared)				
Male	2	30	60	
Female	2	30	60	
Support Contractor Space				
Contractor Administrator	1	150	150	Office
Admin Officer/Secretary	1	80	80	Open work station
Director, Ops Support	1	120	120	Semi-private
Fiscal Clerk	1	100	100	Open work station
Personnel Officer	1	120	120	Semi-private
Clerical	2	60	120	Open work station
Computer Work Station	1	60	60	Open work station
Copier Room	1	50	50	
Storage	5	60	300	
Net Square Feet			5,930	Gross = 6,048 sf ie 9 modules

Transport/Administration

Transportation Management will arrange for scheduling of bus and air transportation to support transfer of aliens to other detention sites or for removal. Transportation Management is responsible for arranging with receiving facilities to ensure their readiness to review the aliens. This section is responsible for arranging security escorts or emergency assistance if required in the event of mechanical breakdown or other transportation problems. Transportation Management will not be responsible for arranging medical evacuation.

Transportation Management will prepare transportation manifests. Transportation Management will notify Meal Service of the number of meals required for transfer transportation. Aliens records will be reviewed to determine compound assignments to serve as a compound call-out list. Transportation Management will determine escort requirements using INS and contractor escort personnel, and arrange for medical or childcare escorts if needed. Transportation Management will prepare transportation requisitions to order and authorize payment for transport services, and travel authorizations for escort personnel if needed. Transportation manifests will be delivered to Out-processing, and compound call-out lists will be distributed to INS detention personnel. Estimated duration of Transportation Management processing for one 56-passenger bus is one hour. Estimated duration of Transportation Management processing for one aircraft is two hours, depending on the number to be transported.

Space Requirements:

Table 14 (A-5.11.7)

Morning Report Travel and Transportation				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Morning Report Supervisor	1	120	120	Also Travel Supervisor
Morning Report Clerk	9	80	720	
Travel Supervisor	0	120	0	
Travel Clerk	5	80	400	
Copier	1	30	30	
Fax/Supplies	1	120	120	
Staff Toilet	2	40	80	
Dispatch Office	1	140	140	
Driver's Toilet	2	40	80	
Transportation Room	1	800	800	
Storage	1	200	200	
Net Square Feet			2,690	Gross = 3,360 sf ie 5 modules

Muster

TSF detention personnel will work 12-hour shifts with four shift changes each day to allow sufficient overlap of the security staff. Detention personnel will assemble in the Muster Room at the beginning of the shift for a shift briefing, and at the end of the shift for a shift debriefing. The Muster Room will be used for breaks and lunches, and will be equipped with refrigerator, sink, coffee maker and microwave. Drink and snack vending machines and staff food concessions will be provided by a contractor. Work schedules and notices will be posed in the Muster Room. Space adjacent to the Muster Room will be used for staff lockers, weapons lockers, and showers.

Space Requirements:

Table 15 (A-5.16)

Staff Services and Training Space Requirements				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Muster Room	1	4,500	4,500	Table and chairs for 200 officers for pre-shift brief; mail slots for detention staff. Break area may include vending machines, refrigerator and small food warming area.
Secure Area	1	100	100	Secure personal weapons
Lockers/Toilets/Showers				
Male Lockers	400	6	2,400	400 half-height lockers for uniformed staff
Male Toilets	8	50	400	Includes 4 urinals
Male Showers	6	40	240	
Female Lockers	150	6	900	150 half-height lockers for uniformed staff
Female Toilets	5	50	250	150 half-height lockers for uniformed staff
Female Showers	3	40	120	
Net Square Feet			8,910	Gross = 9,408 sf ie 14 modules

OUT PROCESSING

The Out-Processing procedures start with notification that an alien has been cleared for release or transfer. The Out-Processing sequence is shown in Out-Process Flow Diagram.

Transfer Notification

Transportation Management will review booking cards to confirm that aliens are fit for travel, and prepare transportation manifests and compound call-out lists. Transportation Management will notify Meal Service of the number of meals required for Transportation. When called out, aliens will be directed to gather their bedding for turn in. The aliens will be escorted to Out-Processing.

Identity Check

Once the alien arrives, identity is to be verified using the INS's IDENT system. The record check includes verifying fitness for travel, and preparing the records for transfer to the records archive area or the gaining agency. The alien is returned to the housing area to turn in linens and to await the departure time.

Out-Processing Screening and Property Return

Out-Processing will inform the alien of the transportation arrangements that have been made, and confirm that the alien is fit for travel. If the alien appears not fit for travel, the alien will be referred to Medical screening. When fitness for travel has been determined, the alien's property will be returned. Once the alien is released from the housing unit, the personal property will be returned to enable the alien to change into personal clothing. If the alien is to be transferred to another INS or DOJ facility, a jump suit will be issued instead and the property issue will include an immediate property transfer to the officer taking custody of the alien.

Valuable Property Return

Valuables are returned and the valuable property register is cleared after confirmation of the alien's identity. As with other property, the officer taking custody of an alien being transferred to another INS or DOJ facility may take control of this property by issuing a non-TSF hand receipt to the alien.

Out-Processing Holding

After Out-Processing, clothing change and property return, aliens are directed to the Out-Processing Holding compound. The out-processing area is the same as the in-processing holding area except the out-processing holding area substitutes a holding area for men in lieu of criminal and sick areas. When entering the holding compound, the transportation manifest is noted to include the alien is present and ready for transportation. An IDENT reader reconfirms the alien's identify, and a fingerprint is impressed on the departure record.

Transportation

Upon arrival of the transportation conveyance, the lead escort officer confirms the presence of required escort personnel, and reviews the transportation manifest. If the transportation is for transfer of aliens to another detention site, the lead escort officer ensures that the number of meals required has been provided. The lead escort officer ensures that handcuffs or other restraints are placed on aliens as required, and confirms that medical or childcare escorts have necessary supplies and equipment. The escort officers call aliens from the manifest, confirm the alien's identity with an IDENT reader, and direct the alien to board the conveyance. After all aliens are on board, the lead escort officer conducts a double check of names on the manifest, establishes radio communications, and clears the conveyance for departure. Upon arrival at the removal port of entry, the lead escort officer directs the unloading of the conveyance, movement of aliens to foreign territory, and records the completion of removal on departure records and manifests.

Out-Processing Documentation

After the departure of the transportation conveyance, INS Out-Processing updates the booking card and TSF custody records and DACS. Booking is notified of the bed spaces available. If the transportation is for transfer of aliens to another detention site, Out-Processing telephonically notifies the receiving facility to confirm they are ready to receive the aliens. Counts are maintained of the number of aliens out-processed for removal or transfer to another facility. Shift end and morning reports are prepared.

Transportation Management

Transportation Management will arrange for scheduling of bus and air transportation to support transfer of aliens to other detention sites or for removal. Transportation Management is responsible for arranging with receiving facilities to ensure their readiness to receive the aliens. This section is responsible for arranging security escorts or emergency assistance if required in the event of mechanical breakdown or other transportation problems. Transportation Management will not be responsible for arranging medical evacuation.

Remotely Located Security Space

The guard house will accommodate 2 persons and will contain space to store visitor weapons.

Space Requirements:

Table 16 (A-5.3b)

Remotely Located Security Space				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Pedestrian Sally Port	1			Primary entry into inner secure perimeter of the facility
Perimeter Security Observation Tower	8			Portable
Guard House	1	80	80	At perimeter. Includes Weapons Storage Locker
Armory	1	320	320	Located adjacent to Muster Room, outside Of the secure perimeter
				Conex = 40' L x 8' x W x 8 1/2' H
Net Square Feet			400	

WAREHOUSING

The warehousing requirements of the TSF will be met by using "Conexes" (or similar commercial sea-land shipping containers) appropriate for the temporary nature of the TSF. Spread timber footings should be provided for these containers. For containers that are to remain on their trailer chassis, and for bulk supply deliveries, container ramps are required for "stuffing" and "un-stuffing". Special low-clearance forklifts are required for un-stuffing containers. Trafficability in the warehousing area is critical for long-term operation. If possible, a concrete hardstand should be selected for this operation.

Space Requirements:

Table 17 (A-5.10a)

Warehouse/Supply Administrative Space Requirements				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Warehouse Manager	1	100	100	Semi-private
Supply Clerk	1	80	80	Open office (3 desks)
Shipping and Receiving	0	100	0	Service counter not in program
Files	7	8	56	
Copier	1	30	30	
Fax	1	10	10	
Staff Toilet	1	30	30	
Net Square Feet			306	Gross = 320 sf ie One 10' x 32' module

Table 17A (A-5.10b)

Warehouse/Supply Storage Space Requirements				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Warehouse/Supply	24	320	7,680	Conex boxes 40' L x 8' W x 8 1/2' H
Hardstand	1	5,200	5,200	Area between Connects
Net Square Feet			12,880	Storage area fenced with truck sized gates for one-way traffic

MAINTENANCE/SUPPORT FACILITIES

Maintenance of the TSF includes monitoring conditions, regular maintenance, routine and emergency repair of all facilities including electrical, mechanical and structural components, utility systems, grounds, roadways, drainage systems, fences, pest control, custodial services, generator operations and fire protection services. Maintenance of the vehicle fleet will be accomplished off-site.

Space Requirements:

Table 18 (A-5.9a)

Maintenance Space Requirements				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Maintenance Supervisor	1	120	120	Office
Electric/Electronic Shop	1	600	600	Includes radio repair shop
Plumbing Shop	1	600	600	
Grounds Maintenance Shop	1	300	300	
Custodial	1	300	300	
Generator Operation	1	300	300	
Fire Protection	1	300	300	
Paint/Carpentry	1	600	600	
Staff Toilet	1	50	50	
Net Square Feet			3,170	Gross = 4,032 sf ie 6 modules. Requires slab-on-grade or reinforced floor

Table 18A (A-5.9b)

Maintenance Storage Requirement				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Tool Equipment Storage	8	320	2,560	Connex Boxes
Paint Locker	1	200	200	Fireproof all metal building
Fuel Locker (Grounds)	1	200	200	Fireproof all metal building
Covered Storage Carpentry	1	800	800	Fenced Compound 1-2 under roof
Covered Storage Plumbing	1	400	400	Pipe Rack
Covered Storage Electrical	1	400	400	Conduit Rack Cable Storage
Custodial Storage	2	320	640	1 Conex Chemicals, Paper Products
Fire Truck Ready Area	1	800	800	Includes hose-drying rack
Hardstand	1	2,000	2,000	
Net Square Feet			8,000	

Table 18B (A-5.6.3)

Water System Support Requirements				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Processing Shower/Water Heater Support Building	1	325	325	Contains Electrical Heater
Central Boilers for Compound Pump House	3 1	340 100	1020 100	Two Boiler Trailers, One Natural Gas Trailer
Water Tanks	5	1,140	5,700	5 ea 38' dia tanks 100,000 gal
				Capacity, each
Net Square Feet			7,145	

Generator Operation

To ensure adequate security lighting and uninterrupted processing capability, generator operation requires 24 hour a day staffing. Maintenance is usually performed at times of off-peak electrical demand. The crew size depends on the number of generators in use and their status as standby or primary power. Crew size will be site-dependent.

Space Requirements:

Table 19 (A-5.9.6)

Generator Area				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Fenced Generator Compound	1	1,600	1,600	40'x40' Includes generators, transformers and switchgear. Common fence with fuel storage area. Actual size and dimensions will vary with generators selected
Generator Parts Storage	2	320	640	1 Conex for parts, 1 for spill control absorbent
Fuel Storage Area with Berm	1	46,000	46,000	2 each 5,000 diesel tankers with transfer pump, fuel manifold, grounding system, and spill control devices and fence 68’ x 68’
Net Square Feet			48,240	

Parking/Hardstand

Space for staff, visitors, buses and service vehicles will be required.

Space Requirements:

Table 20 (A-5.17)

Parking and Hardstand				
Area Description	**Quantity**	**Unit Area**	**Net Area**	**Notes**
Staff Parking	900	180	162,000	
Service Vehicle Parking	50	300	15,000	
Bus Parking	15	600	9,000	
Hardstand Area	0	0	0	Distributed by functional area
Net Square Feet			186,000	

CHARACTERISTICS TABLE

DELETED BY AMENDMENT NO. 0002

APPENDIX "B"

ATTACHMENT "A"

TEMPORARY STAGING FACILITY

OPERATIONAL CONCEPT FOR DEPARTMENT OF JUSTICE IMMIGRATION AND NATURALIZATION SERVICE

NOVEMBER 1998

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Temporary Staging Facility
Operational Concept

1. Concept of Operation

I.A. **General.** A Temporary Staging Facility (TSF) is a location near the border where INS processes, medically screens, and temporarily houses illegal aliens while they await movement to detention facilities. Aliens will remain at the TSF only for the time necessary to prepare and serve charging documents to the alien, clear them medically for movement, locate space where the aliens can be detained until a determination can be made on their case, and arrange transportation to that location.

I.A.1. **Mission**. Expand Service detention capabilities, relieve point-of-apprehension custodial requirements, and consolidate processing and medical screening functions at a single location and facilitate the movement of aliens to detention facilities throughout the U.S. for comprehensive individual case processing.

I.A.2. Assumptions.

I.A.2.a. The maximum capacity will be 5,000, with a throughput of 1,600 – 1,800/day, requiring a processing rate of up to 75 per hour.

I.A.2.b. Aliens may arrive at a TSF from a Collection Point (processed) or delivered directly from an Air Transportation Hub or by State or Local Law Enforcement Agents (LEA) (unprocessed).

I.A.2.c. Alien processing at the Collection Point will consist of IDENT registration (which initiates an IDENT records check) and migrants will be issued wristbands and/or ID card. In the event IDENT processing is not available, the Collection Point will prepare an I-213 with the migrant's identity, circumstances of apprehension, and a Polaroid photo.

I.A.2.d. The average length of an alien's stay at a TSF will be about 72 hours.

I.A.2.e. Medical screening will be limited to a Step II Abbreviated "Fitness-for-Travel" symptomatic examination plus a chest x-ray.

I.A.3. **Planning Guidelines**.

I.A.3.a. The facility will be in operation for 30-90 days, and will be configured for 24 hour per day operations.

I.A.3.b. To the extent practical, aliens will be segregated by gender, family unit, and age (minors) upon arrival at a TSF in accordance with Service procedure. Unaccompanied minors will be detained in a separate area supervised by the INS Humanitarian Affairs Branch (HAB) in accordance with standards for detention of unaccompanied minors.

I.A.3.c. Violent criminals, prosecution cases and other security risks will be segregated from the general population as soon as they are identified, processed separately from the rest of the migrant population, and expeditiously removed to secure holding facilities.

I.A.3.d. All aliens will complete a physical security screening before entering the processing area.

I.A.3.e. A symptomatic medical examination will be completed on each alien before they enter the processing area. Obvious health risks will be removed from the general population and processed separately.

I.A.3.f. Migrants requiring extended care (other than general sick call) will be transported off-site for treatment. A small medical facility will be available on-site, however medical treatment capability will be limited to sick-call and dispensing basic medications.

I.A.3.g. Family reunification will generally occur at the Temporary Detention Center however, to the extent practical, families which arrive together and are processed at the same TSF will be transported together to the same TDC.

I.A.3.h. The capability to conduct national-level records checks of INS centralized records systems and the Treasury Enforcement Communications System (TECS) must be available on-site. All workstations must have access to a local area network and to the INS electronic mail system unless such access would conflict with security requirements for that terminal. At least one workstation must have access to the National Law Enforcement Telecommunications System (NLETS).

I.A.3.i. In the event a TSF is established in the vicinity of an INS Service Processing Center (SPC), the TSF may be activated initially as overflow housing for the SPC and the processing function transferred at a later date if appropriate.

I.A.3.j. A transportation plan, separate from this document, will be prepared to address requirements for movement of migrants into and out of the TSF. The TSF will include staffing and equipment to coordinate transportation arrangements with regional and headquarters personnel.

I.A.3.k. On-site communications must support daily coordination of detention placement and transportation decisions between the facility, all INS Regions, INS Headquarters, and the Justice Prisoner and Alien Transportation System [JPATS]).

I.A.3.l. As a rule, visitation will not be permitted at the TSF, except between family members within the detained population.

I.A.3.m. Aliens' personal property will be moved to the detention destination on the same conveyance as the alien or as soon as practical thereafter.

I.A.4. Activation/Deactivation

I.A.4.a. A situation requiring the establishment of a TSF may develop very quickly. INS may advise contractor of developing situation prior to a decision to create a TSF.

I.A.5. Funding

I.A.5.a. A decision to activate a TSF will be accompanied by a decision to fund the construction and operation of the facility.

I.A.5.b. **Cost Estimates.** INS will develop cost estimates for TSF construction and operation in conjunction with supporting agencies and contractors as a part of TSF planning. It may be necessary to rapidly revise and update these estimates before or after a decision to activate a TSF. Budget estimates will be passed through normal channels. It may be necessary to revise plans quickly if the amount of funding provided is significantly lower than the requested amount.

I.B. Concept of Migrant Operations

I.B.1. Overview.

Upon arrival, aliens will be placed in a secure holding area, segregated by gender and age, undergo physical security screening, medical symptomatic screening, receive humanitarian treatment (food, water, and rest) as required, and given an orientation (verbal and written) on the TSF process before beginning registration. Once aliens have completed registration, INS processing, and medical screening, they will be escorted to the migrant housing area. There they will be fed, cared for, and provided limited recreational opportunities until scheduled to depart for the designated detention location. Once record checks have been completed, aliens will be served charging documents (this may occur either during processing or in the housing area). Once detention space has been located in a Service, Non-Service, or expansion facility and transportation arrangements made, migrants will be alerted for movement. Prior to departure, migrants will be out-processed, arrangements made for the movement of their records and personal property, and escorted to the departure area to board transportation.

I.B.2. In-Processing

I.B.2.a. **Reception/Initial Holding**

I.B.2.a.i. **Definition.** Reception begins with the custodial transfer of migrants from the Collection Point (Sector/District) or Law Enforcement Agency (LEA) and ends when the migrants have completed a security screen~~ing~~ and are deemed to be physically and medically fit to undergo processing.

I.B.2.a.ii. **Arrival**. Upon arrival at the facility, buses will be met by an INS Officer who will provide an initial orientation to the migrant on reception activities as well as the purpose and expected duration of their stay at the facility. The bus will be offloaded within a fenced enclosure and migrants will be moved individually through a security screening area where they will be searched for weapons and contraband. At this time they will be visually checked for obvious symptoms of disease by a representative of the Public Health Service (PHS).

I.B.2.a.iii. **Orientation**. When initial security and medical screening is complete, they will be moved into gender or age-specific holding areas. In the Holding Area they will be furnished food, water, and a place to sit down and rest to ensure their general condition is adequate to begin processing. Prior to departure from the Holding Area, migrants will receive an orientation (verbal & written) on the INS interview process, documentation they will be provided (Warrant of Arrest & Charging Documents), as well as when and where they can expect a determination to be made on their case.

I.B.2.a.iv. At the option of TSF staff, uniforms (jumpsuit, disposable shoes, undergarments, etc.) may be issued in the holding area and migrants will be permitted to shower prior to moving on for processing. (Processing facilities will be structured so that shower/property areas are accessible

from either the in-processing holding area or the processing area. Property processing is described in more detail below.)

I.B.2.b. **Registration / INS Processing**

I.B.2.b.i. **Definition**. Registration begins when a migrant departs the reception holding area and ends when the migrant is assigned a billet in the housing compound and escorted to that location. During processing an INS record is created for each alien and an A-number assigned, charging documents prepared, personal property and valuables receipted for, medical screening completed, housing assignments made, and an ID card or bracelet issued to those migrants who arrived without identity being established by INS. Processing may be accomplished using existing INS automated systems or manually using either stand-alone workstations with formatted INS forms or paper documents.

I.B.2.b.i.1. **Registration**. When migrants enter the Processing Area their identity will be verified if they were previously registered by INS, or established if they were not (i.e. delivered by local law enforcement officers). Verification will be accomplished using either the IDENT system, ID card / bracelet, or the Polaroid photo accompanying the I-213. A ten-digit fingerprint set will be taken using one FD-258 (Red) for FBI criminal records check (forwarded to FBI daily).

I.B.2.b.i.2. **INS Processing**. When fingerprinting is complete, migrants will be interviewed by INS officers[1] who will complete the alien record, assign A-numbers, and initiate records checks. A charging document (I-200) will be prepared and served to the alien at that time. (At local option, charging documents may be prepared and delivered later, but in all cases a charging document will be issued before the alien leaves the temporary staging facility.)

Migrants will be issued tags marked with their names and A-numbers.

I.B.2.b.i.3. **Hygiene, Clothing Issue, and Property Handling Procedures**. Once the INS interview is complete, migrants who have not already showered will be issued uniforms (jumpsuit, disposable shoes, undergarments, etc.), a towel and a laundry bag and provided an opportunity to shower.

All migrants will be issued property storage boxes. They will place soiled clothing in the laundry bag, affix the laundry tag, and put the remainder of their possessions in the property box. Property, including worn clothing, will be inventoried and a receipt issued. The property box will be marked with a label containing the

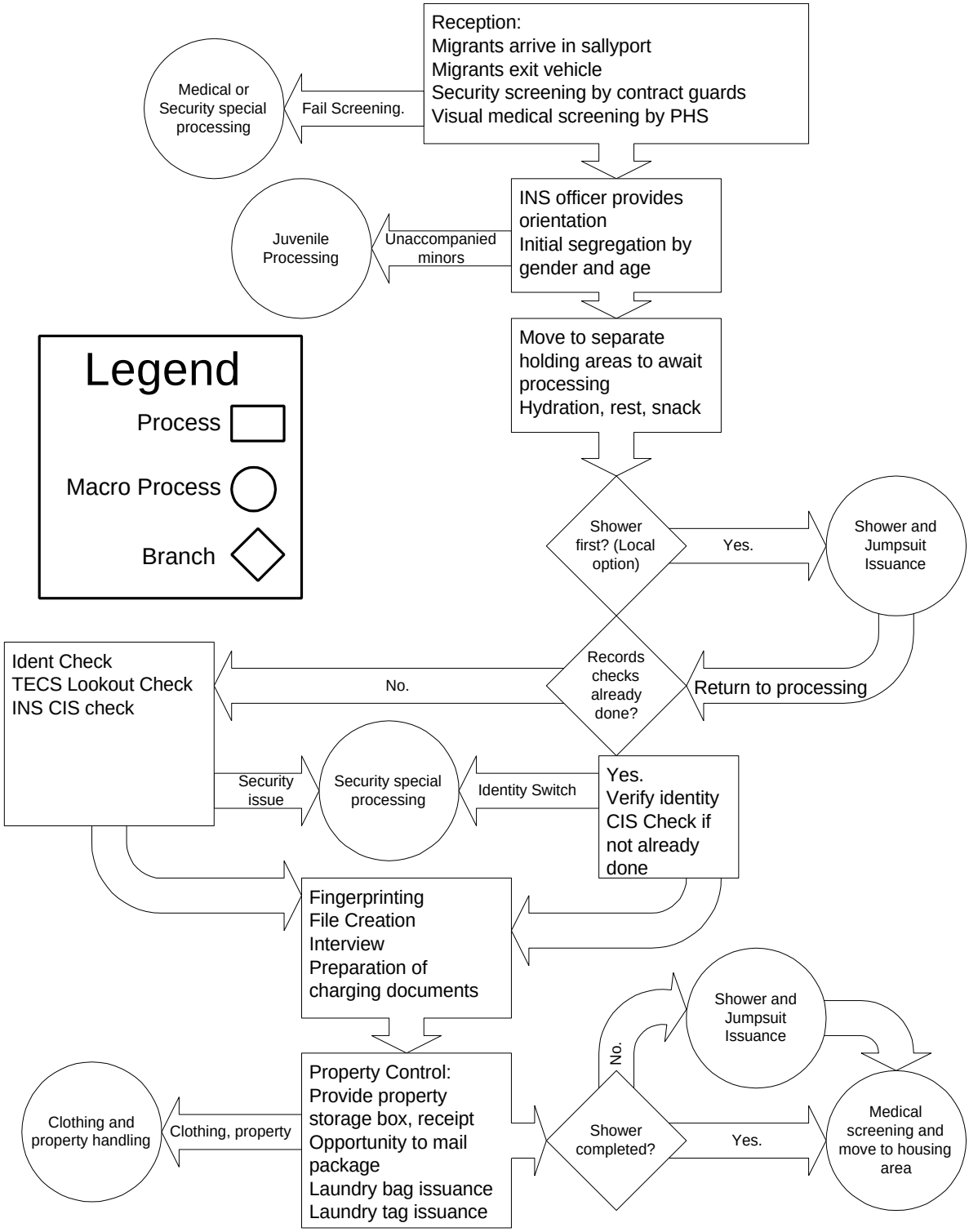
[1] Interview to determine criminal history which has not shown up on records checks, identify any immediate relatives also in transit, or established in the U.S., and establish any information which would be helpful in selecting an onward destination.

migrant's name and A-number. If the amount of property exceeds the capacity of the property box, migrants will be given the option of mailing it to a U.S. address at government expense, donating it to charity, or discarding it. Tagged laundry bags are forwarded for commercial cleaning/laundry and clothing placed into the migrant's property box upon return. (Processing facilities will be structured so that shower/property areas are accessible from either the in-processing holding area or the processing area. Because assignment of an A-number is crucial to tracking of property, migrants who shower prior to processing will carry their property with them until the A-number is assigned and property receipts issued.)

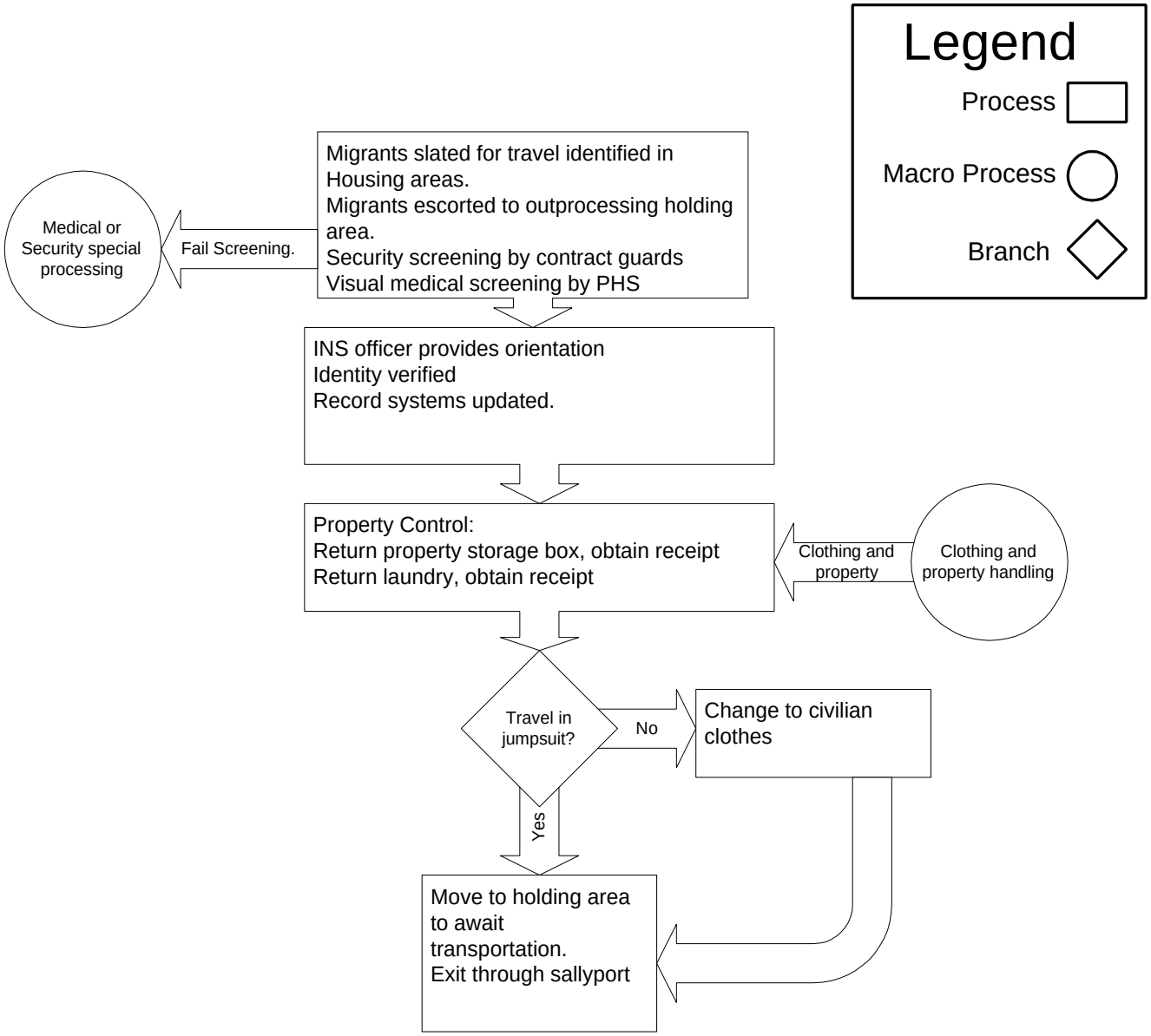
I.B.2.c. **Medical Screening**. TSF medical screening by Public Health Service (PHS) staff will follow completion of registration and INS processing. This will consist of taking a health history (completion of the front page of both the I-795 and I-812) and baseline vital signs, mental health screening, and a Tuberculosis chest X-ray. Minors and chronic disease patients will be given complete physicals either during processing or once they are settled in the medical or juvenile housing unit.

I.B.2.d. **Movement to Housing.** Following medical screening, migrants will remain in a holding area until they are escorted, in small groups, to the housing area. At the discretion of the Officer in Charge, linen (bed sheets/pillow cases) and toiletry kits will either be handed to the migrants as they leave the processing area enroute to the housing unit or pre-positioned in housing compound with one set on each individual bunk.

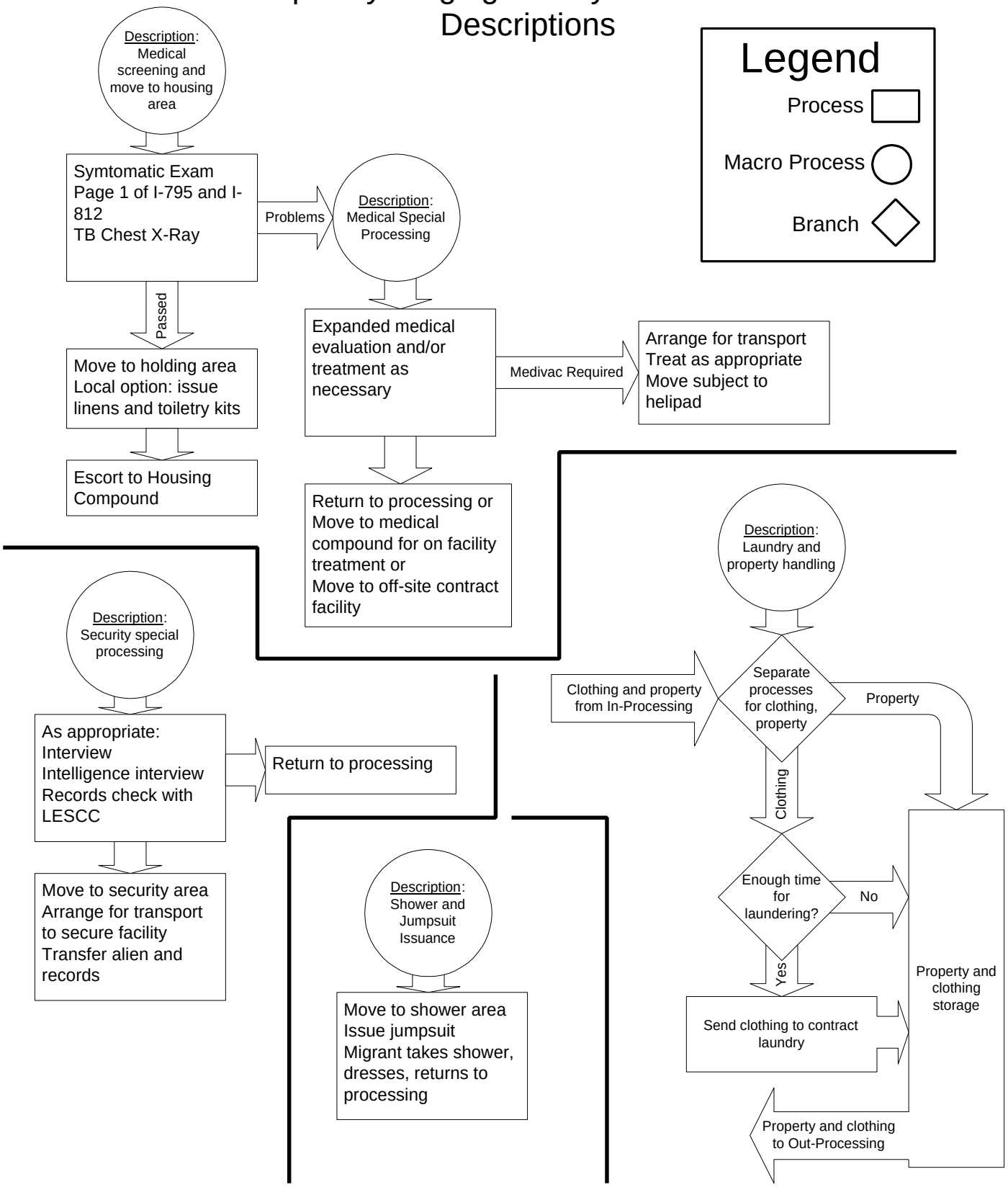
Temporary Staging Facility In-Processing Functions



Temporary Staging Facility Out-Processing Functions



Temporary Staging Facility Macro Process Descriptions



I.B.3. Migrant Management.

I.B.3.a. **Housing**. The housing complex at the facility is designed with 12 housing units[2], with one unit dedicated to security and medical segregation and a portion of another unit dedicated to juvenile housing. Juvenile housing will be equipped with recreation facilities appropriate to the ages of the population as well as private space for on-site counseling**.** Each housing unit may contain up to 500 migrants and will be configured so that they can be further segregated into three separate sections. A unit will contain all the facilities required for migrant life support (showers, latrines, washing sinks, sheltered common area for dining, trash bins, etc.) to minimize the security requirements associated with movement of aliens within the facility. Commercial telephones (collect call only) will be available within each housing unit.

Housing units will be filled completely before another housing unit is opened. To the extent possible, migrants will be moved to onward destinations in order of arrival at the facility so that a housing unit can be emptied out, cleaned, and put back into service. Under normal circumstances, no more than ten housing units are to be occupied at any given time to facilitate cleaning of the vacant unit.

I.B.3.b. **Segregation**. Adult males, adult females**,** families, and unaccompanied minors will be segregated into separate groups. Unaccompanied minors will be housed separately from other detained aliens in accordance with Service policy. Migrants who are known or suspected security risks will be detained in a separate portion of the security area until they can be removed from the facility. (Prosecution cases will generally be identified at apprehension and not transported to the TSF.) Migrants with serious or chronic medical problems will be detained in a medical area until they can be removed from the facility. The TSF Officer in Charge may order further segregation if necessary.

In general, efforts will be made to keep family members together. However, family members who are of different gender, who do not inform officers of their family relationship, or who arrive at the facility at different times may be placed in different housing compounds. At the option of the INS OIC, visitation by family members between compounds will be permitted. Where family relationships are known, family members will generally be transported to the same onward destination.

[2] Depending on the size of the anticipated migrant flow, more housing units or fewer housing units may be constructed. However, the number of additional housing units may be limited if space, facilities and support services are not available.

I.B.3.c. **Support services**.

I.B.3.c.i. **Medical Services**. General sick call will be conducted daily within each housing compound. On-site medical treatment will be limited to basic medication available on-site and outpatient services within the capability of the site medical staff. Required medical treatment unavailable on-site will be provided at off-site facilities under existing or new Public Health Service (PHS) contracts. The TSF will include a small medical compound for storage of medical supplies and where sick migrants can be isolated or held until they are transported off-site for treatment or returned to normal processing.

I.B.3.c.ii. **Food service**. Three meals, two hot and one cold, will be delivered to housing compounds each day. Staff meals will also be delivered to the site and served in the break area. Housing compounds will include tables and seating in a covered area with a hard floor. Waste material will be removed at least daily by TSF cleaning staff.

I.B.3.c.iii. **Religious services**. Services will be held weekly in each occupied compound with the assistance of local religious organizations.

I.B.3.d. **Security**. Security at the facility will be provided through a combination of INS Officer, contract security, (if required) and local law enforcement personnel. The contractor may be required to provide any of the following security functions. But typically, security functions which involve direct contact with migrants (i.e., security screening, escort, response to disturbances) will generally be performed by or under the supervision of INS personnel. General security functions (i.e., access control, perimeter patrols, manning observation towers) may be accomplished by contractor personnel under INS direction. Apprehension of migrants who have illegally departed the facility will generally be effected in coordination with local law enforcement agencies. Service Use of Force Policy will remain in effect and contractor personnel will not be armed. Security personnel who operate in direct contact with the migrants will generally not be armed. Lethal and non-lethal weapons and ammunition will be stored at the facility. External security forces and reaction teams may be armed at the direction of the INS OIC. A weapons storage area will be available for storage of lethal and non-lethal weapons, including officers' personal weapons.

I.B.3.d.i. **Operations Center**. An Operations Center located inside of the facility's security perimeter will oversee both the operation and the security of the TSF, coordinate the routine movement of aliens within the facility, and direct the response to fire and security problems. The center will be staffed 24-hours per day with a minimum of: an INS Duty Officer; an Operations Center Detention Enforcement Officer; an emergency response coordinator; a communications specialist and a contract guard to monitor surveillance systems. In addition to telephone, secure telephone and fax lines, the Operations Center will have access to a radio base station capable of communication with portable radios used within the facility, buses and other vehicles transporting aliens to or from the

facility, and the sector or district office responsible for providing emergency response teams. The base station should be programmed with a Mutual Aid Frequency, coordinated in advance, for use in coordinating operations with state or local law enforcement agencies. If security cameras**,** sensors, or other technical assets are in use at the facility their display may be monitored at the Operations Center.

I.B.3.d.ii. **Housing compounds**. Two teams of two INS officers per shift will patrol the interior of each occupied housing compound. The officers will each carry a radio and body alarm but no weapons. These officers will monitor migrant activity and take appropriate action to mediate or prevent disturbances. They will observe and report any intelligence information they obtain concerning collection requirements established by the intelligence officer. In addition to the officers in the compound there will be contract officers, at the rate of two officers per housing compound, patrolling the area outside the fencing of individual housing compounds but inside the fenced area containing the compounds who will control access to the housing units. These interior patrols will carry radios but no lethal weapons. At the discretion of the OIC, the patrols outside the housing units may be provided non-lethal weapons.

I.B.3.d.ii.1. **Perimeter**. Perimeter security forces are responsible both for preventing escape and for preventing entry into the facility by unauthorized persons.

I.B.3.d.ii.2. **Patrols**. There will be two patrols on the external perimeter at all times. Each patrol will include one INS officer and one contract officer and be equipped with at least one radio. Officers may be provided with lethal or non-lethal weapons at the discretion of the INS OIC.

I.B.3.d.iii. **Security Housing Compound**. Migrants who may pose a security threat will be removed from the migrant population and detained individually in the security compound until they can be moved to a secure facility. Plans call for ten housing units, each of which will include 16 individual isolation cells. Staffing will be at the rate of at least two unarmed INS officers per occupied housing unit.

I.B.3.d.iv. **Processing areas**. Up to 75 unarmed contract officers will be assigned to the reception and processing areas whenever they are in operation. Their responsibilities will include access control at the sally port, maintaining order in the holding, processing, shower and medical screening areas, and escorting migrants to and from housing compounds.

I.B.3.d.v. **Quick Reaction Force (QRF).** Should a disturbance or other security problem arise within the facility, the Duty Officer in the Operations Center may summon assistance from the sources listed below:

I.B.3.d.v.1. **On Duty Officers Within The Facility**. Any officer in the facility may be called to assist in quelling a disturbance or other security problem. Officers on break or engaged in non-critical functions such as escort duty may be summoned for assistance by the Operations Center. Staffing in some areas of the facility may be

temporarily depleted to help contain a disturbance before it spreads to other areas.

I.B.3.d.v.2. **Off Duty Officers**. Off duty officers may be summoned for assistance if called by Operations Center staff.

I.B.3.d.v.3. **Local INS offices**. Support can be requested from any local ready reaction force in the district or sector offices, along with support from other officer corps personnel. The Regional Director will designate the sector or district responsible for providing the initial response to a security situation.

I.B.3.d.v.4. **Local Law Enforcement Officers**. Local law enforcement officers can be summoned to provide assistance, however their employment should be primarily outside the facility to contain the disturbance and prevent interference by unauthorized personnel. Planning for the facility should include agreements on the type and level of support available in response to demonstrations or civil disturbances outside the facility as well as unrest within the migrant population.

I.B.4. Out-Processing/Onward Movement.

I.B.4.a. **Transportation**. Prior to out-processing, ground and/or air transportation to the designated detention location will have been coordinated by TSF administrative staff working with the Regional Coordinating Element (RCE). Buses will provide most ground transportation while air transport will be coordinated through JPATS. Administrative staff will provide out-processing staff with a list of migrants to be moved, including at least A-number, name, billet and destination. Manifests will be prepared for group movements and will reflect property moving with the migrants. Individual or small group departures such as persons who have medical problems or pose security risks will be handled on a case by case basis.

I.B.4.b. **Movement to out-processing area**. The OIC will develop local procedures for notifying groups of migrants of upcoming travel, normally the evening before travel is scheduled. Immediately prior to departure, escorts will move aliens from the housing area to the out-processing holding area in small groups.

I.B.4.c. **Out-Processing**. Out-processing includes orientation, verification of identity and updating of automated or manual systems to reflect movement, as well as turn in of any issue items in accordance with local procedures. A visual medical screening will be conducted to ensure that each migrant is fit for travel. Migrants will pass through a metal detector and visual security screening.

I.B.4.d. **Property**. Migrants will be transferred to the TDC in their own clothing unless the TSF management determines that they will travel in uniforms. Property will be returned to them and they will sign for it prior to travel. First-in/first-out processing will facilitate identification of property. (Property may be transferred subsequent to the departure of the alien if the policies of the TSF OIC and the onward destination permit.) Essential documents will be transferred on the same conveyance with the migrants. (If possible, automated files will be stored in a shared national database available to both the TSF and the onward destination.)

I.B.4.e. After out-processing, migrants will be moved to a holding area to await transportation.

II. Concept of Support.

II.A. **General.** The TSF will be supported by assets from INS Regions, Administrative Centers, and Headquarters as well as other government agencies, including the Federal Emergency Management Administration (FEMA), the Department of Defense, Army Corps of Engineers (ACE), the General Services Administration (GSA) and the Public Health Service (PHS), and a variety of contractors. Requirements will be initially satisfied using INS assets, and shortfalls addressed using Federal, commercial, or state and local resources, as required. It is expected that support from Federal, state, and local agencies will be provided on a reimbursable basis, unless otherwise agreed or directed by the NSC. An Administrative Support Executive (ASE) will coordinate the delivery of this support for the TSF OIC. The role of ASE may be performed by FEMA, by another government agency, or by a Contingency Support Contractor acquired by INS.

If FEMA is the ASE, it will turn over this role to another government agency or the CSC within 30 days of beginning its assistance. If a Contingency Support Contract is in place, it is likely that the Contingency Support Contractor will be the ASE.

II.B.Supplies.

II.B.1. Food.

II.B.1.a. Adequate supplies of packaged snacks will be maintained on-site to provide nourishment to migrants waiting in the reception holding area.

II.B.1.b. Five days of emergency rations will be maintained on site for the entire alien population. Stocks will be rotated periodically through consumption and replenishment.

II.B.1.c. Water. Adequate supplies of water will be maintained on-site to re-hydrate aliens waiting in the reception holding area.

II.B.1.d. Uniforms. Aliens will be issued a clean jumpsuit upon arrival at the facility. Jumpsuits and undergarments will be exchanged every 3 days or by exception, as required. Raingear and/or coats will be issued as needed at the discretion of TSF staff.

II.B.1.e. Linens.

II.B.1.e.i. Arriving aliens will be issued fresh linens prior to movement to the housing unit.

II.B.1.e.ii. Towels will be exchanged daily, and bed linens on an exception basis during the normal migrant's stay at the facility.

II.B.1.e.iii. Linens will be exchanged daily in the medical holding unit.

II.B.1.e.iv. Additional blankets may be required in the event of cold weather.

II.B.1.e.v. Sundries. Sundry packs of toilet articles will be issued during in-processing. Additional items, made available through donations, will be distributed equally among housing units.

II.B.1.e.vi. Medical. The medical/health care facility will maintain a supply of commonly used medications as determined by PHS staff.

II.C. Services.

II.C.1. Food Preparation. Meals will be prepared under contract and delivered to the housing units on a schedule established by the Site Management Staff. The meal cycle will be two hot and one cold meal per day per migrant. Box meals will be prepared and delivered for migrants scheduled for movement. Meals will also be

prepared and served to staff members on duty during the meal. A third hot meal will be delivered to the staff working the night shift.

II.C.2. Laundry.

II.C.2.a. Personal clothing, receipted from arriving aliens will be laundered off-site in bulk, and returned to the property storage area for inclusion with the alien's belongings. Laundry will be picked up, cleaned and returned at least once every twelve hours.

II.C.2.b. Bed Linens and towels will be recovered during servicing of the housing unit, laundered in bulk, and returned to inventory.

II.C.2.c. Uniforms will be laundered prior to issue to another alien.

II.C.2.d. Laundry operations include at least twice daily pick-up/return of detainee clothing.

II.C.3. Portable toilets in the housing areas will be cleaned and serviced twice daily; those located in the processing areas may require more frequent servicing. Showers in the housing areas will be cleaned and serviced daily, while those in the processing area may require more frequent cleaning.

II.C.4. Miscellaneous supplies

II.C.5. Religious Services. Weekly religious services will be arranged through cooperative agreements with local churches and will be conducted in the housing compounds.

II.C.6. Contract guard service**.** Contract guard services will be obtained to support requirements addressed in the concept for security. All employees must successfully complete a criminal records check, a credit check and an INS records check prior to being certified for employment.

II.C.7. Transportation.

II.C.7.a. Bus Transportation.

II.C.7.b. Administrative Use Vehicles.

II.C.8. Medical Support.

II.C.8.a. Visual screening of all migrants at reception and out-processing

II.C.8.b. Symptomatic screening of all migrants at in-processing

II.C.8.c. Daily sick call in each occupied housing compound

II.C.8.d. Operation of medical security compound to:

II.C.8.e. Treat minor illnesses and injuries

II.C.8.f. Provide first aid for medical emergencies

II.C.8.g. Hold serious medical cases pending removal to a higher level medical facility

II.C.8.h. Medical evacuation capability for seriously ill migrants and/or staff

II.C.8.i. External medical facilities under contract for treatment of seriously ill migrants

II.C.8.j. Food Inspection

II.C.9. Maintenance

II.C.9.a. Facility maintenance and repair including structures, and grounds as well as sewer, water and electrical systems

II.C.9.b. Fire protection

II.C.9.c. Pest Control

II.C.9.d. Janitorial and cleaning services

II.C.9.e. Trash removal

II.C.10. Personnel

II.C.10.a. Lodging

II.C.10.b. Local transportation

II.C.10.c. Reception and orientation

II.C.10.d. Training

II.D. Command and control.

II.D.1. Organizational Framework

II.D.1.a. The TSF Officer in Charge (OIC) reports to and takes direction from the Regional Director. The OIC is the senior U.S. Government official on site. The OIC is responsible for ensuring that the facility carries out its mission in a safe, orderly fashion and operates within budget.

II.D.1.b. The Contract Monitor oversees the contract operation to ensure that contractors are operating within appropriate guidelines. The Army Corps of Engineers will perform this function under a reimbursable agreement with INS.

II.D.1.c. An Administrative Support Executive (ASE) will head the interagency support effort. (See discussion under "Sources of Support" below.) The on site representative of the ASE will be the ASE liaison officer and will be responsible for management of support functions that are discussed below under the heading of "Support Functions." Some functions, such as construction and maintenance, will be completely under the control of the ASE. The performance of other contract employees, such as contract guards, will be supervised by the ASE but INS officers will identify and direct the work to be done. The organization of the TSF is shown in the chart below, however organization of the support effort will be the responsibility of the ASE and may differ from that shown.

II.D.1.d. An Assistant Officer (AOIC) assists the OIC in Charge on matters relating to the operation of the facility.

II.D.1.e. The TSF Medical Director, a Public Health Service (PHS) officer, will direct medical screening and care of migrants by PHS or contract employees.

II.D.1.f. The Security Director will manage the overall security operation of the facility and direct the Operation Center and all guard and escort service.

II.D.1.g. The Processing Director will manage a staff responsible for in and out-processing of migrants.

II.D.1.h. The Administrative Director will be responsible for the functions described under "Administrative Functions" below and support the OIC and AOIC as necessary.

II.E. Administrative Functions.

II.E.1. Migrant Management

II.E.1.a. The administrative staff will maintain a database of each migrant in the facility population. The database will be used for a variety of purposes:

II.E.1.b. Meal planning and logistics. The system will track arrivals, departures and total facility population to provide planning information to food service staff. Projected departure data will be factored into calculations, along with projected arrival data when available. This data will also be used for planning of other supplies, water, etc. and scheduling of staff personnel resources.

II.E.1.c. Transportation management. The database will be used to determine requirements for outplacement of migrants. The database will be updated to reflect travel arrangements (destination, departure time, flight information, etc) for each migrant, including those removed to medical facilities and facilities with a higher level of security than the TSF.

II.E.1.d. Management information. The database will be used to provide statistics on facility operations for use by Headquarters.

II.E.2. Staff management and support.

II.E.2.a. The administrative staff will schedule staff resources based on current and projected facility population levels. The staff will also prepare estimates of staff resources requirements for review by region and headquarters officials.

II.E.2.b. The administrative staff will coordinate lodging and local travel for INS employees detailed to the TSF.

II.E.2.c. Training

II.E.2.d. The training staff will provide training to contract and INS personnel arriving at the site. The training will include an orientation to TSF operations and specialized training on the particular assignments of each staff member.

II.E.2.e. Transportation management.

II.E.2.f. The transportation management staff will coordinate regional and headquarters personnel to arrange onward movement of migrants to destinations where further processing may take place.

II.E.3. Communications

II.E.3.a. Telephone

II.E.3.b. Telephones for government and contract personnel

II.E.3.c. Telephone banks in housing areas for use by migrants

II.E.3.d. Radio

II.E.3.e. Internal base communications

II.E.3.f. Communication with busses and local law enforcement agencies

II.E.3.g. Data Communications
II.E.3.h. Link to national INS systems
II.E.3.i. Link to NLETS
II.E.3.j. Local Area Network

II.E.4. Information Resources Management

II.E.4.a. IDENT SYSTEM
II.E.4.b. Treasury Enforcement Communications System (TECS)
II.E.4.c. INS national records systems
II.E.4.d. INS national administrative systems
II.E.4.e. Local detainee management systems
II.E.4.f. Local management information systems

Enclosure 1 Listing of Support Facilities

Housing Areas
- Detainee Sleeping Areas
- Housing Support Facilities
- Security Area
- Medical Support Area
- Juvenile Housing

Administrative Area
- Administrative Staff Area
- Training Area

Detainee Processing
- Holding Areas
- Showers
- Booking and System Checks
- Medical Screening Area
- Laundry Issuance Area
- Video Conferencing Area (To be used for administrative hearings, if required, and for policy discussions within INS and with other government agencies.)

Support Area
- Food Delivery and Preparation Area
- Warehousing
- Utility Systems
- Road Networks and Parking

Security Features
- Operations Center
- Lighting and Observation Towers
- Fencing and Sally Ports
- Armory
- Clear Zones
- Technical Support (cameras, sensors, etc.)

Sample Project/Task Order Scenario

Each offeror shall develop and present a proposal for completing the requirements of the following sample task. Each offeror's proposal shall present a complete scenario of all actions to be completed for the sample task including a breakdown of estimated costs. The sample project will consider all of the facility descriptions and operational issues identified in Appendix B. Migrants and aliens are to be considered synonymous. The sample project shall be developed using the following site sample Project Task Order:

1. Scope: provide a Temporary Staging Facility with a maximum capacity of 1000 migrants for Site X in Dade County, Florida. This TSF shall provide all support activities listed in Appendix B to include but not be limited to processing, administration, support, cleared unarmed security and others. Support shall be based on the following percentages of aliens: single males 35%, single females 5%, families with children 40%, criminal and sick 20%.

AM#2 2. Schedule:
   a) By Day 9 after notice to proceed: complete TSF capability for housing **3000** migrants and processing capability for 400 aliens per day.
   b) By Day 21 after notice to proceed: complete TSF capability for housing **5000** migrants and processing capability for 400 aliens per day.

3. Government furnished personnel and material: On site government personnel will be in accordance with Section C and Appendix B.

4. Site Conditions:
   c) Electric substation with sufficient power 1 mile from the site.
   d) Flat site, free draining, 75 acres of square proportions.
   e) Sufficient water, sewer, telecommunications 0.5 miles from the site.
   d) There is existing paved access to within 0.5 miles from the site.

5. Duration: The entire facility shall be in operation 60 days from notice to proceed.

SECTION J

APPENDIX F
WAGE RATES

APPLICATION OF WAGE DECISIONS

Solicitation No. DACW63-00-R-0002
Project: Establishment of Temporary Expansion Facilities
Location: Department of Justice Immigration and Naturalization Service (DOJ/INS)
Dade County, Florida

I. PAYROLL RECORDS ARE REQUIRED TO BE SUBMITED FOR ALL WORK PERFORMED UNDER THE DAVIS-BACON ACT PROVISIONS. IT IS A REQUIREMENT THAT THE CONTRACT NUMBER, AND WAGE DECISION NUMBER, APPLICABLE TO THE WORK PERFORMED BE SHOWN ON ALL PAYROLLS AND PAYROLL RECORDS.

1. Davis-Bacon Act Wage Decision FL990032, Heavy Construction Projects, is applicable to utilities more than five feet from buildings and any other outside construction requirements.

II. SERVICES – SERVICE CONTRACT ACT

THE SERVICE CONTRACT ACT (SCA) WAGE DETERMINATION WILL BE INCLUDED UNDER THIS CONTRACT FOR SERVICES SUCH AS: SITE SECURITY, LAUNDRY SERVICE, SANITATION SERVICES, JANITORIAL AND CLEANING SERVICES, TRASH COLLECTION, ETC. Service Contract Act payroll records are required to be kept by the prime contractor for a minimum of three years from the date of completion. PAYROLL RECORDS ARE NOT REQUIRED TO BE SUBMITTED TO THE CORPS OF ENGINEERS FOR WORK PERFORMED UNDER THE SERVICE CONTRACT ACT.

SERVICE CONTRACT ACT WAGE DETERMINATION NO. 94-2119, Revision No. 14, dated 05/27/1999, will be included for demolition services to be performed in Dade County, Florida. The SCA wage determination 94-2119, Revision 14, included in this solicitation package is applicable to the first year of the contract. At the beginning of each renewal option period applicable to the contract, a new SCA wage determination will be issued.

NOTE:

(1) PAYROLL RECORDS ARE <u>REQUIRED</u> , UNDER THE DAVIS-BACON ACT, FOR ALL CONSTRUCTION WORK.

(2) THE WAGE DECISION NUMBER APPLICABLE TO THE WORK TO BE PERFORMED IS TO BE SHOWN ON ALL CERTIFIED PAYROLL RECORDS.

General Decision Number FL990032

Superseded General Decision No. FL980032

State: Florida

Construction Type:
HEAVY

County(ies):
BROWARD LEE ST LUCIE
COLLIER MARTIN
DADE PALM BEACH

HEAVY CONSTRUCTION PROJECTS (Excluding Sewer & Water Lines)

Modification Number	Publication Date
0	03/12/1999
1	04/09/1999
2	07/02/1999
3	**07/23/1999**

COUNTY(ies):
BROWARD LEE ST LUCIE
COLLIER MARTIN
DADE PALM BEACH

CARP1026D 02/01/1998

	Rates	Fringes
PILEDRIVERMEN	17.75	3.85

ELEC0323C 09/05/1993

MARTIN, PALM BEACH, AND ST LUCIE COUNTIES	Rates	Fringes
ELECTRICIANS	15.88	21.5%

ELEC0349B 09/01/1998

DADE COUNTY	Rates	Fringes
ELECTRICIANS:		
Electrical contracts including materials that are less than $2,000,000	18.70	3.00+8%
Electrical contracts including materials that are $2,000,000 and over	20.50	3.00+8%

ELEC0728A 09/01/1998

BROWARD AND COLLIER COUNTIES	Rates	Fringes
ELECTRICIANS	21.96	3%+5.19

ELEC0915B 12/01/1998

	Rates	Fringes
LEE COUNTY		
ELECTRICIANS	19.30	23%+.20

ENGI0487B 04/01/1999

	Rates	Fringes
DADE COUNTY		
POWER EQUIPMENT OPERATORS:		
Backhoes, Bulldozers	17.10	3.40
Cranes	20.13	3.40
Oilers	14.85	3.40

ENGI0675B 04/01/1995

	Rates	Fringes
BROWARD, COLLIER, LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES		
POWER EQUIPMENT OPERATRORS:		
All Tower Cranes and all Cranes with boom length 150 ft and over	18.64	6.20
Cranes with boom length less than 150 ft, Backhoes, and Bulldozers	17.92	6.20
Oilers	16.29	6.20

PLUM0630A 07/01/1999

	Rates	Fringes
LEE, MARTIN, PALM BEACH, AND ST LUCIE COUNTIES		
PIPEFITTERS	24.56	4.70

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* PLUM0725B 07/16/1999

	Rates	Fringes
BROWARD AND DADE COUNTIES		
PIPEFITTERS	21.60	5.90

SUFL2016A 01/26/1990

	Rates	Fringes
CARPENTERS	12.71	2.71
CEMENT MASONS	10.50	
LABORERS	5.72	
POWER EQUIPMENT OPERATORS:		
Loaders	11.25	2.55

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

WAGE DETERMINATION NO: 94-2119 REV (14) AREA: FL,MIAMI

WAGE DETERMINATION NO: 94-2119 REV (14) AREA: FL,MIAMI
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION Washington, D.C. 20210
	Wage Determination No.: **94-2119**
	Revision No.: **14**
Division of Wage Determinations	Date of Last Revision: **05/27/1999**

State): Florida
Areas: Florida COUNTIES OF Collier, **Dade**, Monroe

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	**MINIMUM HOURLY WAGE**
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	$ 7.61
01012 Accounting Clerk II	$ 9.35
01013 Accounting Clerk III	$ 11.78
01014 Accounting Clerk IV	$ 14.03
01030 Court Reporter	$ 14.43
01050 Dispatcher, Motor Vehicle	$ 12.55
01060 Document Preparation Clerk	$ 9.87
01070 Messenger (Courier)	$ 7.88
01090 Duplicating Machine Operator	$ 9.87
01110 Film/Tape Librarian	$ 9.95
01115 General Clerk I	$ 6.85
01116 General Clerk II	$ 7.88
01117 General Clerk III	$ 9.87
01118 General Clerk IV	$ 11.20
01120 Housing Referral Assistant	$ 15.97
01131 Key Entry Operator I	$ 9.08
01132 Key Entry Operator II	$ 11.28
01191 Order Clerk I	$ 9.33
01192 Order Clerk II	$ 10.24
01261 Personnel Assistant (Employment) I	$ 7.85
01262 Personnel Assistant (Employment) II	$ 9.03
01263 Personnel Assistant (Employment) III	$ 12.55
01264 Personnel Assistant (Employment) IV	$ 13.89
01270 Production Control Clerk	$ 13.89
01290 Rental Clerk	$ 11.44
01300 Scheduler, Maintenance	$ 11.44
01311 Secretary I	$ 11.44
01312 Secretary II	$ 14.29
01313 Secretary III	$ 15.97
01314 Secretary IV	$ 18.07
01315 Secretary V	$ 21.91
01320 Service Order Dispatcher	$ 9.95
01341 Stenographer I	$ 13.87
01342 Stenographer II	$ 14.59
01400 Supply Technician	$ 15.64
01420 Survey Worker (Interviewer)	$ 11.32
01460 Switchboard Operator-Receptionist	$ 8.28

01510	Test Examiner	$ 14.43
01520	Test Proctor	$ 14.43
01531	Travel Clerk I	$ 8.87
01532	Travel Clerk II	$ 9.63
01533	Travel Clerk III	$ 10.33
01611	Word Processor I	$ 10.76
01612	Word Processor II	$ 12.08
01613	Word Processor III	$ 15.74
Automatic Data Processing Occupations:		
03010	Computer Data Librarian	$ 9.70
03041	Computer Operator I	$ 9.60
03042	Computer Operator II	$ 11.51
03043	Computer Operator III	$ 14.61
03044	Computer Operator IV	$ 15.34
03045	Computer Operator V	$ 15.79
03071	Computer Programmer I 1/	$ 16.94
03072	Computer Programmer II 1/	$ 18.90
03073	Computer Programmer III 1/	$ 22.53
03074	Computer Programmer IV 1/	$ 27.38
03101	Computer Systems Analyst I 1/	$ 22.80
03102	Computer Systems Analyst II 1/	$ 24.74
03103	Computer Systems Analyst III 1/	$ 27.62
03160	Peripheral Equipment Operator	$ 9.70
Automotive Service Occupations:		
05005	Automobile Body Repairer, Fiberglass	$ 15.16
05010	Automotive Glass Installer	$ 13.28
05040	Automotive Worker	$ 13.28
05070	Electrician, Automotive	$ 14.22
05100	Mobile Equipment Servicer	$ 11.41
05130	Motor Equipment Metal Mechanic	$ 15.16
05160	Motor Equipment Metal Worker	$ 13.28
05190	Motor Vehicle Mechanic	$ 14.84
05220	Motor Vehicle Mechanic Helper	$ 10.47
05250	Motor Vehicle Upholstery Worker	$ 12.34
05280	Motor Vehicle Wrecker	$ 13.28
05310	Painter, Automotive	$ 14.22
05340	Radiator Repair Specialist	$ 13.28
05370	Tire Repairer	$ 11.41
05400	Transmission Repair Specialist	$ 15.16
Food Preparation and Service Occupations:		
07010	Baker	$ 11.81
07041	Cook I	$ 10.14
07042	Cook II	$ 11.81
07070	Dishwasher	$ 7.76
07100	Food Service Worker (Cafeteria Worker)	$ 6.86
07130	Meat Cutter	$ 11.81
07250	Waiter/Waitress	$ 7.65
Furniture Maintenance and Repair Occupations:		
09010	Electrostatic Spray Painter	$ 14.22
09040	Furniture Handler	$ 8.60
09070	Furniture Refinisher	$ 14.22
09100	Furniture Refinisher Helper	$ 10.47
09110	Furniture Repairer, Minor	$ 12.34
09130	Upholsterer	$ 14.22
General Service and Support Occupations:		
11030	Cleaner, Vehicles	$ 6.91
11060	Elevator Operator	$ 6.75
11090	Gardener	$ 10.14
11121	Housekeeping Aide I	$ 6.58
11122	Housekeeping Aide II	$ 6.94

11150	Janitor	$ 6.94
11210	Laborer, Grounds Maintenance	$ 7.65
11240	Maid or Houseman	$ 6.58
11270	Pest Controller	$ 10.93
11300	Refuse Collector	$ 7.76
11330	Tractor Operator	$ 9.30
11360	Window Cleaner	$ 7.86
Health Occupations:		
12020	Dental Assistant	$ 11.42
12040	Emergency Medical Technician/Paramedic Ambulance Driver	$ 11.47
12071	Licensed Practical Nurse I	$ 12.24
12072	Licensed Practical Nurse II	$ 13.74
12073	Licensed Practical Nurse III	$ 15.38
12100	Medical Assistant	$ 10.60
12130	Medical Laboratory Technician	$ 10.30
12160	Medical Record Clerk	$ 9.57
12190	Medical Record Technician	$ 12.78
12221	Nursing Assistant I	$ 6.70
12222	Nursing Assistant II	$ 7.53
12223	Nursing Assistant III	$ 8.22
12224	Nursing Assistant IV	$ 9.22
12250	Pharmacy Technician	$ 11.50
12280	Phlebotomist	$ 10.60
12311	Registered Nurse I	$ 14.66
12312	Registered Nurse II	$ 20.78
12313	Registered Nurse II, Specialist	$ 20.78
12314	Registered Nurse III	$ 28.53
12315	Registered Nurse III, Anesthetist	$ 28.53
12316	Registered Nurse IV	$ 29.00
Information and Arts Occupations:		
13002	Audiovisual Librarian	$ 15.79
13011	Exhibits Specialist I	$ 16.05
13012	Exhibits Specialist II	$ 19.20
13013	Exhibits Specialist III	$ 23.49
13041	Illustrator I	$ 16.05
13042	Illustrator II	$ 19.20
13043	Illustrator III	$ 23.49
13047	Librarian	$ 19.14
13050	Library Technician	$ 12.43
13071	Photographer I	$ 13.99
13072	Photographer II	$ 16.05
13073	Photographer III	$ 19.20
13074	Photographer IV	$ 24.31
13075	Photographer V	$ 29.40
Laundry, Drycleaning, Pressing and Related Occups:		
15010	Assembler	$ 7.13
15030	Counter Attendant	$ 7.13
15040	Dry Cleaner	$ 8.87
15070	Finisher, Flatwork, Machine	$ 7.13
15090	Presser, Hand	$ 7.13
15100	Presser, Machine, Drycleaning	$ 7.13
15130	Presser, Machine, Shirts	$ 7.13
15160	Presser, Machine, Wearing Apparel, Laundry	$ 7.13
15190	Sewing Machine Operator	$ 9.63
15220	Tailor	$ 10.33
15250	Washer, Machine	$ 7.70
Machine Tool Operation and Repair Occupations:		
19010	Machine-Tool Operator (Toolroom)	$ 14.22
19040	Tool and Die Maker	$ 17.98
Materials Handling and Packing Occupations:		

21010	Fuel Distribution System Operator	$ 11.41
21020	Material Coordinator	$ 13.98
21030	Material Expediter	$ 13.98
21040	Material Handling Laborer	$ 8.83
21050	Order Filler	$ 9.73
21071	Forklift Operator	$ 10.20
21080	Production Line Worker (Food Processing)	$ 12.83
21100	Shipping/Receiving Clerk	$ 10.34
21130	Shipping Packer	$ 10.34
21140	Store Worker I	$ 7.37
21150	Stock Clerk (Shelf Stocker; Store Worker II)	$ 9.80
21210	Tools and Parts Attendant	$ 13.78
21400	Warehouse Specialist	$ 13.78
Mechanics and Maintenance and Repair Occupations:		
23010	Aircraft Mechanic	$ 15.89
23040	Aircraft Mechanic Helper	$ 10.97
23050	Aircraft Quality Control Inspector	$ 16.87
23060	Aircraft Servicer	$ 12.93
23070	Aircraft Worker	$ 13.92
23100	Appliance Mechanic	$ 14.22
23120	Bicycle Repairer	$ 11.41
23125	Cable Splicer	$ 15.16
23130	Carpenter, Maintenance	$ 14.22
23140	Carpet Layer	$ 13.52
23160	Electrician, Maintenance	$ 16.72
23181	Electronics Technician, Maintenance I	$ 15.58
23182	Electronics Technician, Maintenance II	$ 18.62
23183	Electronics Technician, Maintenance III	$ 21.56
23260	Fabric Worker	$ 12.34
23290	Fire Alarm System Mechanic	$ 15.16
23310	Fire Extinguisher Repairer	$ 11.41
23340	Fuel Distribution System Mechanic	$ 15.16
23370	General Maintenance Worker	$ 13.28
23400	Heating, Refrigeration and Air-Conditioning Mechanic	$ 15.16
23430	Heavy Equipment Mechanic	$ 15.16
23440	Heavy Equipment Operator	$ 17.58
23460	Instrument Mechanic	$ 15.16
23470	Laborer	$ 8.56
23500	Locksmith	$ 14.22
23530	Machinery Maintenance Mechanic	$ 14.86
23550	Machinist, Maintenance	$ 15.20
23580	Maintenance Trades Helper	$ 10.47
23640	Millwright	$ 15.16
23700	Office Appliance Repairer	$ 14.22
23740	Painter, Aircraft	$ 14.22
23760	Painter, Maintenance	$ 14.22
23790	Pipefitter, Maintenance	$ 14.84
23800	Plumber, Maintenance	$ 14.22
23820	Pneudraulic Systems Mechanic	$ 15.16
23850	Rigger	$ 15.16
23870	Scale Mechanic	$ 13.28
23890	Sheet-Metal Worker, Maintenance	$ 15.16
23910	Small Engine Mechanic	$ 13.28
23930	Telecommunications Mechanic I	$ 15.16
23931	Telecommunications Mechanic II	$ 16.10
23950	Telephone Lineman	$ 15.16
23960	Welder, Combination, Maintenance	$ 15.16
23965	Well Driller	$ 15.16
23970	Woodcraft Worker	$ 15.16
23980	Woodworker	$ 11.41

Personal Needs Occupations:		
24570	Child Care Attendant	$ 7.76
24580	Child Care Center Clerk	$ 11.13
24600	Chore Aide	$ 6.58
24630	Homemaker	$ 10.76
Plant and System Operation Occupations:		
25010	Boiler Tender	$ 15.16
25040	Sewage Plant Operator	$ 14.22
25070	Stationary Engineer	$ 17.43
25190	Ventilation Equipment Tender	$ 10.47
25210	Water Treatment Plant Operator	$ 14.22
Protective Service Occupations:		
27004	Alarm Monitor	$ 10.26
27006	Corrections Officer	$ 17.08
27010	Court Security Officer	$ 17.90
27040	Detention Officer	$ 17.08
27070	Firefighter	$ 18.64
27101	Guard I	$ 6.97
27102	Guard II	$ 10.26
27130	Police Officer	$ 20.24
Stevedoring/Longshoremen Occupational Services:		
28010	Blocker and Bracer	$ 18.73
28020	Hatch Tender	$ 16.29
28030	Line Handler	$ 16.29
28040	Stevedore I	$ 13.72
28050	Stevedore II	$ 20.07
Technical Occupations:		
29010	Air Traffic Control Specialist, Center 2/	$ 25.52
29011	Air Traffic Control Specialist, Station 2/	$ 17.60
29012	Air Traffic Control Specialist, Terminal 2/	$ 19.38
29023	Archeological Technician I	$ 11.04
29024	Archeological Technician II	$ 12.43
29025	Archeological Technician III	$ 15.34
29030	Cartographic Technician	$ 15.34
29035	Computer Based Training (CBT) Specialist/Instructor	$ 26.22
29040	Civil Engineering Technician	$ 17.00
29061	Drafter I	$ 12.18
29062	Drafter II	$ 14.25
29063	Drafter III	$ 16.05
29064	Drafter IV	$ 19.20
29081	Engineering Technician I	$ 10.85
29082	Engineering Technician II	$ 14.00
29083	Engineering Technician III	$ 15.80
29084	Engineering Technician IV	$ 16.88
29085	Engineering Technician V	$ 20.65
29086	Engineering Technician VI	$ 24.98
29090	Environmental Technician	$ 15.34
29100	Flight Simulator/Instructor (Pilot)	$ 28.45
29150	Graphic Artist	$ 22.80
29160	Instructor	$ 22.06
29210	Laboratory Technician	$ 14.61
29240	Mathematical Technician	$ 16.88
29361	Paralegal/Legal Assistant I	$ 13.13
29362	Paralegal/Legal Assistant II	$ 15.71
29363	Paralegal/Legal Assistant III	$ 19.21
29364	Paralegal/Legal Assistant IV	$ 23.23
29390	Photooptics Technician	$ 16.88
29480	Technical Writer	$ 20.88
29491	Unexploded Ordnance Technician I	$ 16.22
29492	Unexploded Ordnance Technician II	$ 19.62

29493	Unexploded Ordnance Technician III	$ 23.52
29494	Unexploded Safety Escort	$ 16.22
29495	Unexploded Sweep Personnel	$ 16.22
29620	Weather Observer, Senior 3/	$ 16.06
29621	Weather Observer, Combined Upper Air & Surface Programs 3/	$ 14.61
29622	Weather Observer, Upper Air 3/	$ 14.61
Transportation/Mobile Equipment Operation Occups:		
31030	Bus Driver	$ 12.15
31260	Parking and Lot Attendant	$ 8.31
31290	Shuttle Bus Driver	$ 8.62
31300	Taxi Driver	$ 9.01
31361	Truckdriver, Light Truck	$ 8.62
31362	Truckdriver, Medium Truck	$ 12.57
31363	Truckdriver, Heavy Truck	$ 13.41
31364	Truckdriver, Tractor-Trailer	$ 13.41
Miscellaneous Occupations:		
99020	Animal Caretaker	$ 9.09
99030	Cashier	$ 7.39
99041	Carnival Equipment Operator	$ 10.18
99042	Carnival Equipment Repairer	$ 11.10
99043	Carnival Worker	$ 6.79
99050	Desk Clerk	$ 8.47
99095	Embalmer	$ 16.88
99300	Lifeguard	$ 7.96
99310	Mortician	$ 16.88
99350	Park Attendant (Aide)	$ 10.70
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	$ 9.52
99500	Recreation Specialist	$ 14.95
99510	Recycling Worker	$ 10.83
99610	Sales Clerk	$ 6.92
99620	School Crossing Guard (Crosswalk Attendant)	$ 6.75
99630	Sports Official	$ 7.96
99658	Survey Party Chief (Chief of Party)	$ 13.36
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	$ 12.79
99660	Surveying Aide	$ 6.34
99690	Swimming Pool Operator	$ 12.22
99720	Vending Machine Attendant	$ 9.42
99730	Vending Machine Repairer	$ 12.22
99740	Vending Machine Repairer Helper	$ 9.42

** Fringe Benefits Required For All Occupations Included In This Wage Determination **

HEALTH & WELFARE: $1.63 an hour or $65.20 a week or $282.53 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years; and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: A minimum of nine paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in

29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday preium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $4.25 per week (or $.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed

by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

MIAMA, FLORIDA SMSA

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (APR 1984) (FAR 52.222-23D) (**DEVIATION**)

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
39.5	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs Office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;
(2) Employer's identification number of the subcontractor;
(3) Estimated dollar amount of the subcontract;
(4) Estimated starting and completion dates of the subcontract; and
(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:

the Florida City of Miami, and **Dade County**.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. The following items are required to be submitted with and made a part of each Contractor's proposal. Extreme care and personal attention should be given to assure that all required items are included in the proposal. An original and the identified number of copies below of all items must be submitted. The original must be marked "Original". Each Copy must be marked as a copy. Proposals shall be organized in six separately, not permanently, bound volumes as follows:

	Volume	Number of Copies
	Volume 1 - Management and Execution Plan	5
	Volume 2 - Past Performance	5
	Volume 3 – Experience	5
	Volume 4 – SB & SDB Utilization and Subcontracting Plan	5
AM#2	**Volume 5 – Sample Project Proposal**	**8**
	Volume 6 – Cost Proposals	
	A. Solicitation Cost Proposal	**5**
	B. Sample Project Cost Proposal	**5**

2. The offeror is required to restate the evaluation criteria/subcriteria and place its response below that statement. The offeror shall address each evaluation criteria/subcriteria in the order as indicated in this section. All information for each of the evaluation criteria/subcriteria must be contained within its required Volume. Any information provided outside of this structure shall not be evaluated. Proposals shall be tabbed and labeled in a manner to afford easy identification from a Table of Contents. Font size shall be not less than 10 point. Each page shall be identified with the appropriate page number centered at
AM#2 the bottom of the page. **Sheet size of the proposal contents shall be 8 ½ by 11 inches for all text and table information in response to the evaluation criteria. The offeror may use 11 by 17 inch paper only for organizational charts, sketches, drawings, or spreadsheets.** Legibility, clarity, coherence, and the contents are important. A cover sheet identifying the offeror and the project shall be provided. The Second sheet(s) shall be a Table of Contents. The proposal shall contain a detailed table of contents. The complete table of contents shall be included in each binder used. Volumes 1, 2, 3, 4, and 5 comprise the Technical/Management Proposal for the solicitation and sample project. No cost information shall be included in any of these Volumes to allow
AM#1 evaluation without regard to price. **All volumes together shall not exceed 500 pages. The Government shall only evaluate 500 pages.**

In addition to submitting the proposals in a paper format, the contractor is also required to submit its proposal in ELECTRONIC FORMAT. For the purposes of this solicitation, the contractor will submit its proposal in Adobe Acrobat (.pdf) format. The contractor must use the full version of Adobe Acrobat to create .pdf files. The layout of the electronic proposal will be as follows:

The entire proposal shall be placed on one CD ROM. However, each volume will be a separate file on the CD ROM and be saved in a separate directory as in the following example:

\Vol_1\Vol_1.pdf
\Vol_2\Vol_2.pdf
\Vol_3\Vol_3.pdf
\Vol_4\Vol_4.pdf
AM#2 **\Vol_5\Vol_5.pdf**
\Vol_6\Vol_6a.pdf Password Required
\Vol_6\Vol_6b.pdf Password Required

The passwords for the electronic files Vol_6a.pdf and Vol_6b.pdf shall be included in the original paper Cost proposal Volume 6. The contractor will submit 2 copies of its electronic proposal on CD ROM.

See Section M for requirements of the evaluation criteria for each of the above volumes.

3. Proposal Revisions: Proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g. bold face print or underlined. Revised pages shall be numbered, dated and labeled with the revision date, submitted in appropriate number of copies, and a different color page than the original. The contractor is also required to provide an updated electronic copy on CD ROM if changes are made to its proposal in the number of copies specified above for original receipt of electronic proposals. Each change must be identified. A different color of background in the electronic file is not necessary. However, the contractor must identify the change in bold face print, underlined, or italicized print as well as mark at the top of each page the revision date.

4. Checklist: Failure to provide any of the following items may be cause for rejection of the proposal from further consideration. The following list may not be
all inclusive of what you may want to provide.

__1. Standard Form 33 (Signed) – include in Volume 6

__2. Section B (Proposal Schedule) – include in Volume 6

__3. Technical Proposal

__A. Volume 1 - Management and Execution Plan

__(1) Execution Plan

__(2) Project Planning and Control

__(3) Key Personnel

__(4) Plan for Management of Subcontractors

__(5) Resource Utilization Plan

__(6) Environmental Objectives

__B. Volume 2 - Past Performance

__(1) Past performance in similar work

__(2) Documentation of contractor integrity, cost reasonableness, professional and cooperative attitude

__(3) Documentation of performance awards, letters of commendation, performance evaluations

__C. Volume 3 – Experience

__(1) Experience with supply/service contracts with contingency-response broad-spectrum construction and logistics support to an emergent situation at possible remote and/or multiple sites

__(2) Experience in preparing detailed management plans in support of contingency responses

__(3) Experience with Cost-Reimbursement type contracts

__(4) Experience with operation and maintenance of basic infrastructure, roads, utility plants and distribution systems.

__(5) Experience with design and performance of temporary

construction and minor repair projects.

__4. Volume 4 – SB & SDB Utilization and Subcontracting Plan

__A. Small Business (WOSB, HCB/MI's, HubZone) Utilization plan for planning and execution of an EVENT

__B. Small Disadvantaged Business Utilization Plan to include: identifying SDBs, the extent of committement to use SDBs, complexity and type of work to be performed by SDBs, SDB participation in terms of total value, and past performance in meeting SDB concern monetary targets for SDBs.

__C. Subcontracting Plan (If large Business)

AM#2 **__5. Volume 5. Sample Project Proposal**

__(1) Contractor Readiness

__(2) Contractors approach to Response Time Requirements

__(3) Resolution of Scenario challenges

__(4) Division of Work

__(5) Utilization of SB & SDB for Sample Project

__6. Volume 6 - Cost Proposals

__A. Volume 6A – Solicitation Cost Proposal

__(1) Cost must be realistic, reasonable, and complete – addressing all elements of the solicitation

__(2) Break out cost elements

__(3) Certificate of Current Cost or Pricing Data

__B. Volume 6B - Sample Project Cost Proposal

__(1) Cost must be realistic, reasonable, and complete – addressing all elements of the solicitation

__(2) Break out cost elements

AM#2 __7. **Current Financial Statement or Annual Report (See Section M)** – include in Volume 6

__8. Purchasing Systems Statement – include in Volume 6

__9. Cost Accounting Disclosure Statement – include in Volume 6

__10. Accounting System Statement – include in Volume 6

__11. Completed Representations and Certifications – include in Volume 6

5. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(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 which 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.

(c) 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.customerservice@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.

(End of provision)

6. 52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(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 Information Service (DLIS). 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 DLIS; and
(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

7. 252.204-7004 -- Required Central Contractor Registration (Mar 1998)

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

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

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

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

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

(b)

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

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

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

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that

are not registered should consider applying for registration immediately upon receipt of this solicitation.
(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at 0:http://ccr.edi.disa.mi .

(End of Clause)

8. MANDATORY DUN AND BRADSTREET NUMBER (52.0000-4199)

The Corps of Engineers Contracting Division personnel can no longer contact Dun and Bradstreet (D&B) directly. Contractors who do not have a DUNS number will need to contact D&B themselves. Contractors can access D&B on the Internet at http://www.dnb.com/dunsno/dunsno.htm. This is the page that links to the online form for requesting a DUNS number. D&B can also be reached by phone, 1-800-333-0505. According to D&B's home page, this service is free for company owners. A contract cannot be awarded unless the DUNS Number is provided by the contractor.
(End of Paragraph)

9. 52.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions.
As used in this provision--
(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
(2) Entity controlled by a foreign government--
(i) Means--
(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
(B) Any individual acting on behalf of a foreign government.
(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
(3) Foreign government includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.
(4) "Proscribed information" means--
(i) Top Secret information;
(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
(iv) Special Access Program (SAP) information; or
(v) Sensitive Compartmented Information (SCI).
(b) Prohibition on award.
No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).
(c) Disclosure.
The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest

concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)	
Name and Address of Offeror	
Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government

(End of provision)

10. 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at http://www.dodssp.daps.mil.

(End of provision)

11. 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

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

(B) It 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;

(C) It 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 proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It 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 proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision 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 proposal, response to a request for information, or modification or revision 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, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by 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 both the envelope or wrapper and on the original receipt from the U.S. Postal

Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract

without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

12. 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: (817) 978-3166

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the

facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

13. 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

14. 15.406-2 – CERTIFICATE OF COST OR PRICING DATA

(a) When cost or pricing data are required, the contracting officer shall require the contractor to execute a Certificate of Current Cost or Pricing Data, using the format in this paragraph, and shall include the executed certificate in the contract file.

Certificate of Current Cost or Pricing Data
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to. (End of certificate)

(b) The certificate does not constitute a representation as to the accuracy of the contractor's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. If the contractor had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the contractor's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.

(c) The contracting officer and contractor are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the contractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the contractor's or a subcontractor's organization on matters significant to contractor management and to the Government will be treated as reasonably available. What is significant depends upon the circumstances of each acquisition.

(d) Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the contractor's proposal.

(e) If cost or pricing data are requested by the Government and submitted by an offeror, but an exception is later found to apply, the data shall not be considered cost or pricing data and shall not be certified in accordance with this subsection.

15. 15.408-2 Table 15-2 -- Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required

This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

Note 1: There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

I. -- General Instructions

A. You must provide the following information on the first page of your pricing proposal:

(1) Solicitation, contract, and/or modification number;
(2) Name and address of offeror;
(3) Name and telephone number of point of contact;
(4) Name of contract administration office (if available);
(5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
(6) Proposed cost; profit or fee; and total;
(7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
(8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
(9) The following statement:
This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.
(10) Date of submission; and
(11) Name, title and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In

addition, you must submit with your proposal any information reasonably required to explain your estimating process, including --

(1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
(2) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

II. -- Cost Elements
Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. Materials and services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.

(1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) All Other. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either $10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items

fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. Direct Labor. Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. Royalties. If royalties exceed $1,500, you must provide the following information on a separate page for each separate royalty or license fee:

(1) Name and address of licensor.
(2) Date of license agreement.
(3) Patent numbers.
(4) Patent application serial numbers, or other basis on which the royalty is payable.
(5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
(6) Percentage or dollar rate of royalty per unit.
(7) Unit price of contract item.
(8) Number of units.
(9) Total dollar amount of royalties.
(10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

F. Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

III. -- Formats for Submission of Line Item Summaries

A. New Contracts (Including Letter Contracts)

Cost Elements (1)	Proposed contract estimated – total cost (2)	Proposed contract estimated – unit cost (3)	Reference (4)

(1) Enter appropriate cost elements.

(2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

(3) Optional, unless required by the Contracting Officer.

(4) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

B. Change Orders, Modifications, and Claims

Costs elements (1)	Estimated cost of all work deleted (2)	Cost of deleted work already performed (3)	Net cost to be deleted (4)	Cost of work added (5)	Net cost of change (6)	Reference (7)

(1) Enter appropriate cost elements.

(2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.

(3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.

(4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).

(5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

(6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.

(7) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

C. Price Revision/Redetermination

Cutoff Date (1)	Number of Units Completed (2)	Number of Units to be Completed (3)	Contract Amount (4)	Redeter-mination Proposal Amount (5)	Difference (6)	Cost Elements (7)

Incurred Cost Preprod-uction (8)	Incurred Cost Completed Units (9)	Incurred Cost Work in Progress (10)	Total Incurred Cost (11)	Estimated Cost to Complete (12)	Estimated Total Cost (13)	Reference (14)

(Use as applicable).

(1) Enter the cutoff date required by the contract, if applicable.

(2) Enter the number of units completed during the period for which experienced costs of production are being submitted.

(3) Enter the number of units remaining to be completed under the contract.

(4) Enter the cumulative contract amount.

(5) Enter your redetermination proposal amount.

(6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).

(7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

(8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.

(9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs reported in Column (8)) of the units completed as of the cutoff date.

(10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.

(11) Enter total incurred costs (Total of Columns (8), (9), and (10)).

(12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.

(13) Enter total estimated cost (Total of Columns (11) and (12)).

(14) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

12. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a IDIQ Cost Plus Award Fee contract resulting from this solicitation.

(End of provision)

16. 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (JAN 1999)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

(End of provision)

17. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

18. 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of

predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of Provision)

19. 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

Contracting Officer

US Army Engineering District, Ft. Worth
ATTN: CESWF-CT
Room 2A19
819 Taylor Street
Fort Worth, TX 76102

(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)

20. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far
http://farsite.hill.af.mil
http://www.dtic.mil/dfars

(End of provision)

21. 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Defense Federal Acquisition Regulations (DFARS) (48 CFR Chapter Chapter II) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)
(NM)

AM#1 22. PREPROPOSAL CONFERENCE

A Preproposal Conference for this solicitation will be held at the following location. Please register at http://ebs.swf.usace.army.mil if you plan to attend. Click on the solicitation number and scroll down until you see "Conference Registration". Additionally, please send any questions regarding solicitation interpretation/concerns to denver.s.heath@swf02.usace.army.mil so that the Fort Worth District will be prepared to answer them at the meeting. All questions must be submitted to the Contract specialist in writing by December 6, 1999. The Government will make every effort to answer the questions submitted by this date at the preproposal conference. Any questions not answered at the preproposal conference will be posted to the Internet web page the following week.

Location:

US Army Engineer District, Fort Worth
Room 2A20 (Contracting Division Bid Opening Room)
819 Taylor Street
Fort Worth, TX 76102

Time: 9:00 am
Date: 9 Dec 1999

END OF SECTION L

52.0001-4036c EVALUATION FACTORS FOR AWARD

AM#2 **1.0 PRE-AWARD SURVEY. An offer submitted in response to this solicitation may result in a Government survey team contacting your organization to acquire further information or to validate previously submitted information. If, however, it is determined that no further input from the offeror is required, then the initial submission by the offeror will be the only criteria used to judge the competitiveness of the offer.**

2.0 GOVERNMENT INTENT. It is the Government's intent to award one contract for overall effort. This contract will likely utilize a Cost Plus Award Fee format for execution of the major functional tasks as specified in the Statement of Work (Section C) and as directed in specific Task Orders. The Government reserves the right, however, to make no award at all.

3.0 EVALUATION CRITERIA.

3.1 Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in the value of technical (non-cost) features of proposals with the difference in the cost to the Government. In making this comparison, the Government is more concerned with obtaining superior technical or management features than with making an award at the lowest overall cost to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve slightly superior technical or management features. ALL EVALUATION FACTORS OTHER THAN COST OR PRICE, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN COST OR PRICE. FEE WILL NOT BE AN EVALUATION FACTOR. Though not separately established as an evaluation factor, Performance Risk (understanding of scope; risk to the successful performance of the contract) will be considered with respect to all factors. Offerors should remember that when making trade-off decisions during proposal evaluations, the Government prefers to obtain evidence of better offeror past performance and experience, and better management and execution plan quality rather than to obtain relatively small price savings. Therefore, the Government reserves the right to award a contract to other than the lowest (cost) offeror.

3.2 A detailed Government analysis will be made of each offeror's proposal and the results provided to the Source Selection Authority, for use in determining the source to receive the award. The Government's evaluation of non-cost factors will be accomplished without reference to cost. The source selection process will be based on an integrated assessment of the areas set forth below to determine the proposal most advantageous to the Government. Proposals unrealistic in terms of technical approach, management commitment, or cost will be deemed indicative of an inherent lack of comprehension of the complexity and risks of the requirements, and may be rejected.

3.3 This is a Best Value source selection. All non-cost evaluation factors, when combined, are considered significantly more important than cost. All areas specified in paragraph b below will be considered in the evaluation process. The basis for the proposed cost must be consistent with the offeror's non-cost evaluated areas. No advantage will accrue to an offeror who submits an unrealistically low cost proposal. Although cost is of significantly lesser importance than the aggregate weight of the non-cost evaluation factors, it is an important factor and should not be ignored.

3.4 The following are the evaluation factors and significant subfactors that will be used to determine which offer is most advantageous to the Government. Each of the below evaluation factors (3.4.1 through 3.4.5) are to be considered of equal importance. The subfactors of each of the below evaluation factors are listed in descending order of importance. The following is a breakdown of evaluation criteria:

- (3.4.1) Management and Execution Plan
- (3.4.2) Past Performance
- (3.4.3) Experience
- (3.4.4) Small Business Utilization, Small Disadvantaged Business Utilization and Subcontracting Plan
- (3.4.5) Sample Project Proposal
- (3.4.6) Cost

3.4.1 <u>Management and Execution Plan:</u> The Government will review proposed management and execution plans presented by each offeror to compare, rank, and score each offeror's proposal to plan and control various aspects of the project, including schedule and cost. Each proposal will also be reviewed to confirm that it addresses the six subfactors specified below. The Government will consider any plans that fail to include all specified subfactors deficient, and therefore unacceptable. The subfactors are listed in descending order

of importance. Each subfactor will be rated separately and then an overall factor rating will be established.

3.4.1.1 Execution Plan: Based on the Statement of Work (Section C) and other pertinent information contained in this Request for Proposal, describe your overall plan for accomplishing this project in the most cost effective and efficient manner. The execution plan will be used to assess your understanding of the scope of work for this project.

3.4.1.2 Project Planning and Control: Describe your procedures for establishing and maintaining project schedules. Describe how you will monitor progress and how you will measure actual work accomplished versus scheduled work, and the actual value of the work performed against the estimated value of the work performed. Describe your approach to estimating and controlling project costs and how you would propose updating the estimates to reflect cost data and changes. Describe limits of authority, responsibility, and communication for management, supervisory, and technical personnel. It is not the Government's intent to tell the contractor how to accomplish the major functional tasks, but rather to state the desired outcome and then to measure performance.

3.4.1.3 Key Personnel: Furnish resumes for key program personnel (management, supervisory, and technical) which include education, experience, background, accomplishments, and other pertinent information, particularly as it relates to the ability of the personnel to manage and perform under this contract.

3.4.1.4 Plan for Management of Subcontractors: Describe your plan for administering subcontracts and explain how these activities will be integrated and coordinated with other activities including those performed by your own forces. Provide information to support the effectiveness of your plans. Indicate, through description of experience on Government contracts, your ability to schedule and conduct required procurement in accordance with Government policies and procedures, in the management of subcontracts, to include small business subcontracts.

3.4.1.5 Resource Utilization Plan: Describe your technique for assuring efficient utilization and balance of all manpower, material, and equipment. Include in your submission any other data you deem necessary to describe your firm's capabilities with regard to efficient balance and utilization of resources. Submit a description of the recruitment and employment methods your company will use to perform this contract, both initially and during the performance period. Discuss your staffing plan to accommodate fluctuating workloads in order to maintain an experienced workforce during execution of EVENTS. Describe the extent to which training will be utilized to preserve the effectiveness of your organization. Describe timekeeping procedures to be used, including enforcement plans. Indicate who will be responsible for each major functional area and, where appropriate, how many hours each individual will spend on each task. Personnel management information such as hiring, firing, discipline, incentives, etc., shall also be addressed.

3.4.1.6 Environmental Objectives: Describe how you will ensure all site activities will comply with all federal and state environmental laws. Indicate who will be responsible for these activities, and provide information to support their past experience and abilities to perform this function.

3.4.2 Past Performance: The Government will evaluate information about each offeror's past performance and will compare, rank, and score offerors on the basis of relative favorableness of their past performance. By past performance, the Government means an offeror's reputation for satisfying its customers by delivering quality work in a timely manner at a reasonable cost. Past performance also includes an offeror's reputation for integrity, reasonable and cooperative conduct, and commitment to customer satisfaction. As submitted, the offeror's proposal shall contain evidence of these qualities. In evaluating the offeror's documentation of past performance, the Government shall give more weight to past performance information connected to performance of work that is similar to the work required by this solicitation, including cost reimbursement type contracts. It is important that the offeror submit verifiable evidence of past performance. Items the offeror may consider for evidence of past performance are letters of commendation, performance awards, performance evaluations, etc. In addition to the evidence submitted by the offeror, the Government may consider information obtained from other sources, including, but not limited to, past and present customers of the offeror and their current and former employees; past and present subcontractors of the offeror and their current and former employees; current and former employees of the offeror; federal, state and local government agencies (including court records); and private consumer protection organizations. Additionally, offerors may identify past or current contracts (including Federal, State, and local government and private) for efforts similar to this requirement, including cost reimbursement type contracts. In doing so, offerors may provide information on problems

encountered on the identified contracts and the offeror's corrective action.

3.4.3 Experience: The Government will evaluate each offeror's experience history and will compare, rank, and score offerors on the basis of the relative depth and breadth of experience in managing and executing features of work the same as or similar to those associated with this project. In assessing this experience, the following subfactors will be considered, in descending order of importance:

3.4.3.1 Experience with supply and service contracts, especially those providing contingency-response broad-spectrum construction and logistics support to an emergent situation at possibly remote and/or multiple sites.

3.4.3.2 Experience with preparing detailed management plans in support of contingency responses.

3.4.3.3 Experience with cost reimbursement type contracts.

3.4.3.4 Experience with operation and maintenance of basic infrastructure, roads, utility plants and distribution systems.

3.4.3.5 Experience with the design and performance of temporary construction and minor repair projects.

3.4.4 Small Business Utilization, Small Disadvantaged Business Utilization and Subcontracting Plan:

3.4.4.1 SB Utilization: The offeror must show how small businesses will be utilized for the planning and execution of an EVENT.

3.4.4.2 SDB Utilization:

3.4.4.2.1 The contractor must identify each SDB concern proposed and submit targets expressed in dollars and percentages representing each SDB concern's participation of the total contract value.

3.4.4.2.2 The contractor is also required to submit a total target value of all SDB participation of the total contract value.

3.4.4.2.3 The contractor must address the complexity and variety of the work that SDBs are to perform.

3.4.4.2.4 The contractor must show past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation.

3.4.4.3 Subcontracting Plan (APPLIES TO LARGE BUSINESS ONLY):

3.4.4.3.1 All large businesses shall submit a subcontracting plan with their technical and price/cost proposals. The plan shall be prepared in accordance with FAR 52.219-9. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award of the contract. The subcontracting plan submitted by a large business will be reviewed for compliance and will be scored in accordance with AFARS 19.7, Appendix CC. The submission of the subcontracting plan is in no way advantageous to large businesses over any small business in the evaluation process.

3.4.4.2.2 Fort Worth District's Goal of Total Subcontracted Dollars:

- Small Business Subcontracting Goals - 61.2
- Small Disadvantaged Business Subcontracting Goals - 9.1%
- Woman Owned Small Business Subcontracting Goals – 5.0%
- University/Minority Institutions Subcontracting Goals – 2.0% (Where Applicable).
- HUBZone - .5%

The contractor is put on notice that that any targets represented in a submitted proposal will be incorporated into and become part of any resulting contract.

3.4.5 Sample Project Evaluation: The Government will review the proposed sample project prepared by each offeror to compare, rank and score each offeror's proposal. Each sample project will be reviewed to for the following four subfactors, in descending order of importance:

3.4.5.1 Contractor Readiness: The government will evaluate each proposal to determine the mechanism and level of detail the offeror will utilize to maintain their level of readiness to respond to the sample project.

3.4.5.2 Contractors approach to Response Time Requirements: The sample project proposal will be reviewed for how the offeror intends to comply with the response times and migrant housing and processing scenarios presented in the sample project.

3.4.5.3 Resolution of Scenario challenges: The government will evaluate each offerors proposal on how they will execute the sample project requirements, and the offerors approach to the challenges that must be overcome with the project assumptions.

3.4.5.4 Division of Work: The sample project proposal will be reviewed to determine how each offeror proposes to setup the required facilities and operate the facilities for the duration of the sample project. The proposals will be reviewed for how the work to be performed and division of work will be accomplished for critical setup and operational requirements.

3.4.5.5 Utilization of Small Business and Small Disadvantaged Business: The government will evaluate each offerors proposal to determine the level of participation of small and small disadvantaged businesses in the setup and operation of the proposed sample project.

3.4.6 Cost: The proposed contract cost will be considered in relation to technical and management features of the proposal. The cost proposal will be evaluated for overall reasonableness. In addition, each cost proposal will be evaluated for realism, completeness and whether it adequately addresses the requirements of the RFP. This evaluation will involve a review of the cost and technical portions of the proposal and will exclude an analysis of fee. Proposals not meeting minimum requirements may be rejected from further consideration. "Certified Cost or Pricing Data" is required. See Section L for instructions.

3.4.6.1 Realism - The proposals will be reviewed for realism, considering reasonableness of methodology, techniques, rationale, logic and compliance with cost principles and cost accounting standards. All elements of the cost proposal shall be fully supported by cost data which shall include factors and assumptions used by the offeror, so that realism can be evaluated by the Government evaluators. Supporting cost data shall illustrate the basis for the offeror's cost estimates relative to the effort to be performed. In performing its cost realism analysis, the Government will determine the probable cost of performance for each offeror. The probable cost is determined by adjusting each offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

3.4.6.2 Completeness - The proposals will be reviewed to determine the extent to which 1) cost elements of the offer have been addressed, and 2) the data submitted is accurate, complete, an current, in light of RFP requirements. In addition, proposals will be reviewed to determine continuity and trackability of costs to the technical effort, and between the initial proposal and any revisions thereto.

3.4.6.3 Cost Proposals. The estimated costs submitted in your cost proposal must directly address the work to be performed as stated in Section C and any Attachments or supplemental data available in the RFP. Your estimates must be separated by Basic Contract Year, Option Year 1, Option Year 2, Option Year 3, and Option Year 4, by cost elements shown below. Your cost proposal must be trackable to your Technical Proposal to facilitate the Cost-Realism Analysis.

3.4.6.3.1 Direct Labor. This element will carry the greatest weight in performance of the Cost Realism Analysis. Estimate number of hours to be incurred, and labor mix of employees to perform the work and labor rates to be paid per category of employee. State basis of labor rates and whether such rates are currently being paid or anticipated and if anticipated then on what basis. Labor hours must be trackable to organizational structures anticipated within home office and on-site management. Labor rates must be broken out between base rates and rate additives. Direct labor costs must be easily trackable within the proposal. Estimate by Basic Contract and each Option Year. Offerors are cautioned to use great care in estimating direct labor cost due to its importance in the analysis.

3.4.6.3.2 Overhead. This element will be considered the second most important element in the Cost Realism Analysis. Fully state the basis of all overhead and general and administrative rates. Indicate whether rates are actuals or projected rates. Indicate whether your company has a current Forward Pricing Rate Agreement (FPRA) and whether those rates are used. Indicate whether the overhead/G&A rate structure is the structure normally

proposed on both Government and commercial contracts. Estimate by Basic Contract and each Option Year.

3.4.6.3.3 Equipment. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of equipment for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.4 Material. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of material for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.5 Subcontracts. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of subcontracts for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.6 Other Direct Costs. Based on the information available in Section C and any Attachments or supplemental data available in the RFP, estimate the cost of other direct cost expenditures for the period of performance and justify your rationale. Estimate by Basic Contract and each Option Year.

3.4.6.3.7 Cost of Money. State basis and rationale for Facilities Capital Cost of Money (FCCM), if proposed.

3.4.6.4 Additional Information to be Submitted.

3.4.6.4.1 Purchasing Systems. State whether your company has an approved Purchasing System and/or Estimating System. An approved system is defined as a system which has been reviewed by the Government and received formal approval.

3.4.6.4.2 Cost Accounting Disclosure Statement. State whether you
AM#2 currently have an adequate Disclosure Statement on file. **See Section K for appropriate guidance – Clause 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998).**

3.4.6.4.3 Accounting System. State whether your company currently has a Defense Contract Audit Agency (DCAA) approved accounting system.

AM#2 **3.4.6.4.4 Current Financial Statement: Provide the more recent/current of the Financial Statement or Annual Report.**

3.5 Oral Presentations:

3.5.1 Key personnel of the offeror’s proposed management team, which the Government determines to be minimally qualified, may be required to make an oral presentation. Oral presentations may be necessary before or after the establishment of the competitive range. If an oral presentation is deemed necessary, the offeror’s team shall be prepared to respond to questions from Government representatives once the presentation is complete. The sole purpose of the oral presentation and any questions which may follow is to permit the Government to test and evaluate the management team’s relative knowledge and competence with regard to the Government’s requirements and program objectives and related technological or program challenges and risks, and cost issues related to this project.

3.5.2 An offeror’s oral presentation and answers to any questions which follow are not part of its formal contract offer, may not include changes to its formal contract offer, and will not become a part of any resulting contract unless requested to do so in writing during the negotiation phase. Neither the presentation nor any questions and answers will constitute discussions within the meaning of FAR 15.306, and neither will obligate the Government to entertain revisions to the formal contract offer or to solicit final proposal revisions. The Government intends to award without discussions. Nevertheless, even if the Government determines that discussions and final proposal revisions will be necessary, the Government will not conduct discussions during the oral presentation or any questions or answers which follow and will not entertain revisions to the formal contract offer during the oral presentation including answers given by the offerors’ management team during any related questioning. If discussions are entered into, may require items discussed during the oral presentation to be submitted in writing afterward, during the negotiation process, to be incorporated into any resulting contract. Therefore, the oral presentation shall represent the offeror’s best effort.

3.5.3 The Government will not evaluate the oral presentation separately.

However, the information presented will supplement the offeror's written proposal and may be used in proposal evaluation. The topics to be addressed in the oral presentation shall cover all aspects of the sample task order, including costs. The presentation shall fully address:

3.5.3.1 The mechanisms the offeror put into place to maintain its level of readiness.

3.5.3.2 How the offeror intends to comply with response times.

3.5.3.3 The work to be performed and division of work among critical performance resources.

3.5.3.4 How the offeror will develop and implement solutions to anticipated tasks and anticipated challenges and problems.

3.5.3.5 Utilization of Small Business and Small Disadvantaged Business.

The audience will consist of some or all members of the Source Selection Board. The oral presentation is limited to five offeror representatives and a duration of two hours including Government questioning and offeror responses. The presentation shall be in viewgraph format with handout materials as appropriate. Pre-recorded videotaped presentations without real-time interactive dialogue will not be considered appropriate for oral presentations. If any special equipment is required, the offeror is requested to make special arrangements with the contract specialist for installation and set-up of the equipment in advance of the presentation.

3.5.4 If oral presentations are necessary, a specific schedule for the presentations will be developed. Once notified, the offerors shall be given 5 calendar days to prepare their presentation. Each oral presentation shall be videotaped for Government use during proposal evaluation.