SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. W91236-10-R-0005	2. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED *(RFP)*	3. DATE ISSUED 03-Dec-2009	PAGE OF PAGES 1 OF 139

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W22W9K93087702	6. PROJECT NO.

7. ISSUED BY CODE W91236	8. ADDRESS OFFER TO *(If Other Than Item 7)* CODE
USA ENGINEER DISTRICT, NORFOLK CONTRACTING OFFICE 803 FRONT STREET NORFOLK VA 23510-1096 TEL: FAX: 757-201-7183	**See Item 7** TEL: FAX:

9. FOR INFORMATION CALL:	A. NAME LYNN M TANNO	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)* 757-201-7839

SOLICITATION

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

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

RFP NO. W91236-10-R-0005, Single Award Task Order Contract (SATOC) for the Design and Construction of Dining Facilities, in the Southeast Region.

THIS IS 100% HUB-ZONE SETASIDE NAICS CODE: 236220

2 PHASE SELECTION PROCEDURES ARE BEING USED FOR THIS PROCUREMENT.

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

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES," indicate within how many calendar days after award in Item 12B.)* [X] YES [ ] NO	12B. CALENDAR DAYS 5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM *(hour)* local time 08 Jan 2010 *(date).* If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ ] is, [X] is not required.

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

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

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

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)* **See Item 14**
CODE / FACILITY CODE	

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

AMOUNTS	SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE										

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

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	**ITEM**	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY: CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _ _ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)* TEL: EMAIL:
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY / 31C. AWARD DATE

Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		16,000,000	Dollars, U.S.		

SATOC CONTRACT FOR DFAC IN SE
FFP
SATOC FOR Dining Facilities in the Southeast Region, US.
FOB: Destination
PURCHASE REQUEST NUMBER: W22W9K93087702

	NTE	$16,000,000.00

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52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

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

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

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

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

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

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

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

(7) Complete performance of the work not terminated.

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

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

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

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

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any

direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

Section 00 21 00 - Instructions, Conditions & Notices to Offerors

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52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the

Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the
proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 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.

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)

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.

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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
20%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall

be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is the Southeast Region of United States.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act-- Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (FEB 2009) - ALTERNATE I (MAY 2002)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act-- Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.
(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Chief, Contracting Office, U.S. Army Corps of Engineers, Norfolk, ATTN: CECT-NAO, 803 Front Street, Norfolk, VA 23510-1096.

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

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

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

(b) An organized site visit has been scheduled for--
Date and Time to be determined

(c) Participants will meet at--
Location to be determined
(End of provision)
252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

ADDITIONAL OFFEROR INFORMATION

A. AWARD TO RESPONSIBLE OFFEROR

Responsibility will be determined, prior to award, by the Contracting Officer, either by performing a pre-award survey or conclusions based on a previous pre-award survey and/or any performance data available. A pre-award survey will be performed and the offeror will be required to show that he has the necessary capital, experience, and owns or can procure the necessary plant or other resources to commence the work at the time prescribed in the specifications and thereafter to prosecute and complete the work safely and satisfactorily within the time specified.

B. EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

C. PREAWARD SAFETY CONFERENCE

a. Where an apparent low bidder, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

b. Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the bidder's responsibility.

c. The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

D. INSPECTION OF THE SITE

Prospective bidders are invited to visit the site of the work in order to acquaint themselves as to site conditions and other problems incident to the prosecution of the work. Arrangements for inspection of the site shall be made through the Office the Area Engineer identified in the clause 52.236-27, entitled "SITE VISIT (CONSTRUCTION)."

E. MAGNITUDE OF CONSTRUCTION PROJECT

The estimated contract price of the seed project (Design and Construction of Dining Facility at Fort Knox) is estimated to be between $5,000,000.00 and 10,000,000.00

F. INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to this solicitation.

G. AGENTS

Offers signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of said Agent’s authority to act on behalf of its Principal.

H. UNBALANCED BIDS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award. An unbalanced offer is one which is based on prices significantly
less than cost for some work and prices which are significantly overstated for other work.

I. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The contractor shall not accept instructions issued by any person, employed by the U.S. Government or otherwise, other than the Contracting Officer or the Authorized Representative of the Contracting Officer acting within the limits of his/her authority as defined in the Designation of Authority letter. A copy of the Designation of Authority letter will be furnished to the contractor at time of contract award.

J. Minimum Guarantee

The minimum guarantee will be satisfied by the issuance of the initial task order.

Section 00 45 00 - Representations and Certifications

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52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization 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 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 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 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 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 eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation 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 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 includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed 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 means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 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 covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use 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 the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

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

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action 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.

(2) Professional and technical services. (i) 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.

(ii) 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.

(iii) As used in paragraph (c)(2) of this clause, ``professional and technical services'' are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) 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.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) 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.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $100,000.

(End of clause)

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52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:.----------

___ TIN has been applied for.

___ TIN is not required because:

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

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(f) Common parent.

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

___ Name and TIN of common parent:

Name----------

TIN----------

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

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

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

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

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, 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 review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ---------- [insert NAICS code].

(2) The small business size standard is ---------- [insert size standard].

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(__) Paragraph (d) applies.

(__) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business).This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

------(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

------(iii) 52.219-22, Small Disadvantaged Business Status.

------(A) Basic.

------(B) Alternate I.

------(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

------(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

------(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

------(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

------(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

------(ix) 52.227-6, Royalty Information.

------ (A) Basic.

------ (B) Alternate I.

------(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifyingchange by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section 00 72 00 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at http://www.acqnet.gov at the end of the FAR, after the FAR Appendix.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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 any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

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

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the $30,000 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 $30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, 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 in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(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)

CLAUSES INCORPORATED BY FULL TEXT

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

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)

CLAUSES INCORPORATED BY FULL TEXT

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

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)

CLAUSES INCORPORATED BY FULL TEXT

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.

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)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $16,000,000;

(2) Any order for a combination of items in excess of $16,000,000; or

(3) A series of orders from the same ordering office for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in

the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.
(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

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

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

Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)--ALTERNATE II (OCT 2001).

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

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and

indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“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).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov.

“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 (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“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 plan” 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, veteran-owned 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, veteran-owned 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, veteran-owned small business, service-disabled veteran-owned 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. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(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 (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

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

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) 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) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) 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 Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and

women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) 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, veteran-owned small business, service-disabled veteran-owned 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 $550,000 ($1,000,000 for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the 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 the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(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, veteran-owned small business, service-disabled veteran-owned 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., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned 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, veteran-owned small business, service-disabled veteran-owned 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 veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

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

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

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

(G) 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;

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

(D) Veterans service organizaions.

(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, veteran-owned small business, service-disabled veteran-owned 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, veteran-owned small business, service-disabled veteran-owned 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, veteran-owned small business, service-disabled veteran-owned 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, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, 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. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(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) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) 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.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of

that agency's contracts is over $550,000 (over $1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for

at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-3 CONVICT LABOR (JUN 2003)

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

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

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or

subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-6 DAVIS-BACON ACT (JUL 2005)

(a) Definition.--Site of the work –

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the ``primary site of the work'' as defined in paragraph (a)(1)(i), or the ``secondary site of the work'' as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the ``site of the work.'' Such permanent, previously established facilities are not a part of the ``site of the work'' even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 (e) 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.
(3) 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.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(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 (c)(2) and (c)(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.

(d) 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.

(e) 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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

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

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

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

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

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

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

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

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

such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

(a) Definition. Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the ``site of the work'' as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the ``site of work'' definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the ``site of the work'' definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the ``site of the work'' definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled--

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act--Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination--Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Davis-Bacon and Related Act Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

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

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

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act

Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12. (End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

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

(b)(1) 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 this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (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 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)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

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

(1) Actively participates in the group;

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

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

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

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

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

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

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts

under Executive Order 11246, as amended.

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

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

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

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

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

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

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

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The employment notices shall--

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

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

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

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

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

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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 identical data acquired from other sources.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(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 deter- mine 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) though (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)

CLAUSES INCORPORATED BY FULL TEXT

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(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 in 40 CFR 372.65;

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

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

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

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

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

(iii) Major group codes 20 through 39.

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

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

(5) The facility is not located in the United States or its outlying areas.

(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)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause:

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

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the

governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

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

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

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

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

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

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

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

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

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)

CLAUSES INCORPORATED BY FULL TEXT

52.228-11 PLEDGES OF ASSETS (SEP 2009)

(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) A mortgagee title insurance policy, in an insurance amount equal to the amount of the lien, or other evidence of title that is consistent with the requirements of Section 2 of the United States Department of Justice Title Standards at http://www.usdoj.gov/enrd/2001_Title_Standards.htm. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

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

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

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

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

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

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

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

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

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

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

(A) 90 days following final payment; or

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

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

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

_____

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

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____(for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

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

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

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

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

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

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

Sincerely,

_____

[Issuing financial institution]

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

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

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

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

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

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

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

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

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

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993

Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

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

Sincerely,

_____

[Confirming financial institution]

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

SIGHT DRAFT

_____

[City, State]

(Date) _____

[Name and address of financial institution]

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

_____

[Beneficiary Agency]

By: _____

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (NOV 2006)

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

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

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

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

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

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

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

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

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

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

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

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and

preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

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

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

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

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

_____

(Name)

_____

(Title)

_____

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a

progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against
the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-17 INTEREST (OCT 2008)

(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 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 611 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 (e) 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) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(e) 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, including any demand for payment resulting from a default termination.

(f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(1) The date on which the designated office receives payment from the Contractor;

(2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(g) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

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

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

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

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

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

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the

Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

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

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

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

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

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

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

(iv) Description of work or services performed.

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

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

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

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

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

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

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

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

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

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

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

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

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

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

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

(1) The amount to be withheld;

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

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

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

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a

party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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

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

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-1 DISPUTES. (JUL 2002)

(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. 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. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim 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 duly authorized to certify the claim on behalf of the Contractor.

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations

applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-12 CLEANING UP (APR 1984)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

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

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

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

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

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

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

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

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give

the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

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

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

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

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

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

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date,

time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

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

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

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

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

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

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

(3) Constitute or imply acceptance; or

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

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

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

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

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

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

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

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

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

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

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

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

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

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

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

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

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

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

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

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

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (SEP 2006) - ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (7) below. If the proposed change is affected by contractually required configuration

management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer 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 will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $55,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

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

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

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

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

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

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

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

(7) Complete performance of the work not terminated.

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

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

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

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

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

(i) The cost of this work;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

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

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

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

(End of clause)

52.253-1 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.

(i) 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)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)

(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 this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(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 the Contractor 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 301-937-1542; www.ojp.usdoj.gov/BJA/grant/DPFC.html".

(End of clause)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

(End of clause)

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

(a) Definition.

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

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

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

(End of clause)

252.215-7000 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)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2..1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who

is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

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

(a) "Definitions".

As used in this clause --

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

(2) "Toxic or hazardous materials" means:

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

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

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

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

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

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

Indian means--

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any ``Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

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 constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a 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.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

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

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding $500,000.
(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

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

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

252.231-7000 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)

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

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

(b) The price breakdown --

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

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

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

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

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

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)

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

Credible information means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

Critical safety item means a part, subassembly, assembly, subsystem, installation equipment, or support equipment for a system that contains a characteristic, any failure, malfunction, or absence of which could have a safety impact.

Safety impact means the occurrence of death, permanent total disability, permanent partial disability, or injury or occupational illness requiring hospitalization; loss of a weapon system; or property damage exceeding $1,000,000.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor under this contract.

(b) The Contractor shall provide notification, in accordance with paragraph (c) of this clause, of--

(1) All nonconformances for parts identified as critical safety items acquired by the Government under this contract; and

(2) All nonconformances or deficiencies that may result in a safety impact for systems, or subsystems, assemblies, subassemblies, or parts integral to a system, acquired by or serviced for the Government under this contract.

(c) The Contractor--

(1) Shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning nonconformances and deficiencies described in paragraph (b) of this clause; and

(2) Shall provide a written notification to the ACO and the PCO within 5 working days that includes--

(i) A summary of the defect or nonconformance;

(ii) A chronology of pertinent events;

(iii) The identification of potentially affected items to the extent known at the time of notification;

(iv) A point of contact to coordinate problem analysis and resolution; and

(v) Any other relevant information.

(d) The Contractor--

(1) Is responsible for the notification of potential safety issues occurring with regard to an item furnished by any subcontractor; and

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the Contractor established elsewhere in this contract.

(f)(1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for--

(i) Parts identified as critical safety items;

(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or

(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to--

(i) The Contractor or higher-tier subcontractor; and

(ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.

(End of clause)

WAGE DETERMINATION

General Decision Number: KY080007 11/13/2009 KY7

Superseded General Decision Number: KY20070007

State: Kentucky

Construction Type: Building

Counties: Hardin, Jefferson and Meade Counties in Kentucky.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	03/07/2008
3	04/04/2008
4	05/02/2008
5	06/06/2008
6	07/04/2008
7	08/15/2008
8	10/03/2008
9	11/07/2008
10	12/05/2008
11	01/02/2009
12	02/06/2009
13	03/06/2009
14	04/03/2009
15	05/01/2009
16	06/05/2009
17	07/03/2009
18	07/24/2009
19	08/07/2009
20	09/04/2009
21	09/11/2009
22	10/16/2009
23	11/13/2009

ASBE0051-001 10/01/2008

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	$ 24.41	9.81

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* ASBE0207-014 06/01/2009

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	$ 19.35	10.35

BOIL0040-001 10/01/2008

	Rates	Fringes
BOILERMAKER.....	$ 34.54	15.47

BRKY0001-001 06/01/2009

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS & STONE MASONS.....	$ 24.11	9.97
LAYOUT MAN & SAW MAN.....	$ 24.36	9.97
REFRACTORY & ACID BRICK.....	$ 24.61	9.97

BRKY0001-003 06/01/2009

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	$ 22.64	6.05
Marble, terrazzo and tile finisher.....	$ 15.42	5.37

CARP0064-002 06/01/2009

	Rates	Fringes
Carpenters:.....	$ 21.64	11.45
PILEDRIVERMAN.....	$ 21.89	11.45

CARP1031-003 06/01/2009

	Rates	Fringes
MILLWRIGHT.....	$ 24.18	15.64

ELEC0369-001 05/27/2009

	Rates	Fringes
ELECTRICIAN.....	$ 28.30	12.55

ELEC0369-002 05/30/2007

	Rates	Fringes
Line Construction		
Cable Splicer.....	$ 26.86	18.5%+5.30
Equipment Operator A:		
John Henry Rock Drill, D6 (or equivalent) and above, Trackhoe Digger, Cranes (greater than 25 tons and less than 45 tons).....	$ 23.72	18.5%+5.30
Equipment Operator B:		
Cranes (6-25 tons), Backhoes, Road Tractor, Dozer up to D5, Pressure Digger-Wheeled or Tracked, all Tension Wire Stringing Equipment.....	$ 21.09	18.5%+5.30
Equipment Operator C:		
Trencher, Vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton or below), Skid Steer Loaders.....	$ 17.13	18.5%+5.30
Groundman.....	$ 19.77	18.5%+5.30
Lineman & Technician.....	$ 26.36	18.5%+5.30

Cranes 45 tons or larger to be paid 100% of journeyman lineman's rate.

ELEV0020-001 01/01/2009

JEFFERSON COUNTY:

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 35.71	18.285+a+b

FOOTNOTES:

a. Eight Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years.

ENGI0181-020 06/01/2009

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	$ 23.60	12.65
GROUP 2.....	$ 20.11	12.65
GROUP 3.....	$ 18.59	12.65

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Auto Patrol; Batcher Plant; Bituminous Paver; Cableway; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Pump; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loader; Hoe Type Machine; Hoist (1 Drum when used for stack or chimney construction or repair); Hoisting Engineer (2 or more Drums); Locomotive; Motor Scrapper; Carry-All Scoop; Bulldozer; Mechanic; Orangepeel Bucket; Piledriver; Overhead Crane; Rough Terrain Crane; Power Blade; Motor Grader; Roller (Bituminous); Scarifier; Shovel; Tractor Shovel; Truck Crane; Winch Truck; Push Dozer; Highlift; Boom Cat; Core Drill; Hopto; Tow or Push Boat; A-Frame Winch Truck; Concrete Paver; Gradeall; Hoist; Hyster; Pumpcrete; Ross Carrier; Boom; Tail Boom; Rotary Drill; Hydro Hammer; Mucking Machine; Rock Spreader (Attached to Equipment); Scoopmobile; Kecal Loader; Tower Crane (French, German & Other Types); Hydrocrane; Backfiller; Gurry; Subgrader; Tunnel Mining Machine, including Moles; Shield or similar types of Tunnel Mining Equipment; & Forklift (Reqardless of Lift Height)

GROUP 2 - Air Compressor (Over 900 CFM); Bituminous Mixer; Joint Sealing Machine; Concrete Mixer (Under 21 cu. ft.); Form Grader; Roller (Rock); Tractor (50 H.P. & Over); Bull Float; Finish Machine; Outboard Motor Boat; Flexplane; Fire- person; Boom Type Tamping Machine; Greaser on Grease Facilities Servicing Heavy Equipment; Switchman or Brakeman; Whirley Oiler; Self-Propelled Compactor; Tractair & Road Widening Trencher & Farm Tractor with attachments (Except Backhoe, Highlift & End Loader); Elevator; Hoisting Engineer (1 Drum or Buck Hoist, Firebrick Masonry Excluded); Well Point; Grout Pump; Throttle Valve Person; Tugger; & Electric Vibrator Compactor

GROUP 3 - Bituminous Distributor; Cement Gun; Conveyor; Mud Jack; Paving Joint Machine; Roller (Earth); Tamping Machine; Tractor (Under 50 H.P.); Vibrator; Oiler; Concrete Saw; Burlap & Curing Machine; Truck Crane Oiler; Hydro Seeder; Power Form Handling Equipment; Deckhand Steersman; & Hydraulic Post Driver

CRANE WITH BOOM 150 FEET & OVER, INCLUDING JIB SHALL RECEIVE $.75 ABOVE GROUP 1

ALL CRANES WITH PILING LEADS WILL RECEIVE $.50 ABOVE GROUP 1 REGARDLESS OF BOOM LENGTH

IRON0070-001 06/01/2009

	Rates	Fringes
Ironworkers:		
Structural; Ornamental; Reinforcing; & Precast Concrete Erectors.....	$ 24.78	17.04

LABO0576-001 07/01/2009

	Rates	Fringes
Laborers:		
GROUP 1.....	$ 17.47	7.68
GROUP 2.....	$ 17.67	7.68
GROUP 3.....	$ 17.87	7.68
GROUP 4.....	$ 18.47	7.68
GROUP 5.....	$ 18.97	7.68

GROUP 1 - General; Carpenter Tender; Cement Finisher Tender; Placing of Concrete; Wrecking of Buildings; Hand Digging & Hand Backfilling of Ditches; Clearing of Rights-of-Way & Building Sites; Curing of Concrete; Application Hardener; Handling of Chemically Treated Lumber; Installing of Wood Sheeting & Shoring; Signal Laborer; Concrete Bucket; Cleaning & Moving of General Purpose Materials; General Cleanup of Scrap & Debris

GROUP 2 - Mason Tender; Side Rail Setter (Metal); Stackman; Fork Lift Operator (Masonry & Plastering Contractors only); Power Driven Georgia Buggy; Chain Saw; Vibrator Operator; Mesh Handler; Power Tools (Air, Diesel, Electric, Gasoline); Wagon Drill; Pipe Layer; Wall Man; Treatment of Exposed Concrete (Chip, Bush Hammer & Rub); Concrete Saw; Gasoline Tamper Machine; Walk Behind Trenching Machine; Burner Man; Joint Maker; Asphalt Raker; & Mobile Sweeper

GROUP 3 - Air Track Driller; Introflax Burning Rod; Gunnite Nozzle Man Operator; Sewer, Tunnel Laborer (Free Air); & Sand Hog or Mucker (Free Air)

GROUP 4 - Holeman Drilled Piers; Augered Caissons; Sand Miner (Tunnel Free Air); Caisson Worker; & Powderman

GROUP 5 - Tunnel Person & Tunnel Miner (Pressure & Free Air); Environmental Worker; Toxic & Hazardous Waste; & Asbestos Removal Free Hanging Scaffold Above 30' receives $.25 Premium

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PAIN0118-001 05/01/2009

	Rates	Fringes
Painters:		
Brush, Roller, Drywall Finisher & Paperhanger.....	$ 18.50	9.84
Spray; Sandblast; Waterblast (4000 PSI and Above), Fireproofing & Lead Abatement.....	$ 19.50	9.84

PAIN0639-002 05/01/2003

	Rates	Fringes
Sign Painter & Erector.....	$ 17.57	4.55+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent & inlaw provided employee attends funeral

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PAIN1165-004 07/01/2009

	Rates	Fringes
GLAZIER.....	$ 25.18	10.30

PLAS0692-028 06/01/2007

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area #694.....	$ 20.40	8.25

PLUM0502-002 08/01/2009

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 30.00	14.17

ROOF0147-001 07/01/2009

	Rates	Fringes
Roofers:.....	$ 20.78	7.05

SFKY0669-001 04/01/2009

	Rates	Fringes
SPRINKLER FITTER.....	$ 29.50	14.80

SHEE0110-003 06/01/2009

HARDIN & JEFFERSON COUNTIES:

	Rates	Fringes
Sheet metal worker.....	$ 27.86	14.46

SHEE0110-004 06/01/2009

MEADE COUNTY:

	Rates	Fringes
Sheet metal worker.....	$ 27.86	14.46

TEAM0089-001 06/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 19.57	a&b
GROUP 2.....	$ 19.68	a&b
GROUP 3.....	$ 19.75	a&b
GROUP 4.....	$ 19.85	a&b

WORK ON HAZARDOUS OR TOXIC WASTE SITES - $4.00 PREMIUM

FOOTNOTES:

a. Employer contribution of $486.80 per employee per week whose name appears on the payroll and has been employed a minimum of 20 work days within any 90 consecutive day period.

b. Paid vacation of 40 hours to any employee who has been regularly employed on a project for 1 year and who has worked a minimum of 1,200 hours during the year, and 2 weeks' paid vacation to any employee who has completed 3 years' employment on a project and who has worked 1,200 hours since their 2nd anniversary date.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - 3 Tons & Under; Greaser; Tire Changer; & Mechanic Tender

GROUP 2 - Over 3 Tons; Semi-Trailer or Pole Trailer; Dump Tandem Axles; Farm Tractor (When used to pull building material & equipment)

GROUP 3 - Concrete Mixer (Hauling on jobsites); & Truck Mechanic

GROUP 4 - Euclids & Other Heavy Moving Equipment; Lowboy; Articulating End Dump;
Winch, A-Frame & Monorail Truck (To transport building materials)

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 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Section 00 73 00 - Special Contract Requirements

A. REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	$100,000 per person
General Liability	$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	$200,000 per person
	$500,000 per occurrence
Property damage	$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

B. PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of contract award.

C. PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

D. LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

E. ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

F. IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CLAUSES INCORPORATED BY FULL TEXT

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

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

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

[TIMESFRAMES FOR COMPLETION OF WORK SHALL BE DETERMINED FOR EACH INDIVIDUAL TASK ORDER]

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $ [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

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

[LIQUIDATED DAMAGES WILL BE DETERMINED FOR EACH INDIVIDUAL TASK ORDER]
(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by . . . . . [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions . . . . . (insert a summary of weather records and warnings).

(c) Transportation facilities . . . . . (insert a summary of transportation facilities providing access from the site, including information about their availability and limitations.

(d) . . . . . (insert other pertinent information).

(End of clause)

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

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

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

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

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

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

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

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

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title File Drawing No.

TO BE DETERMINED FOR EACH TASK ORDER
(End of clause)

Design-Build Request For Proposal

Phase 1

Single Award Task Order Contract for Dining Facilities in the Southeast Region.

Seed Task Order:
WIT Complex, Dining Facility
PN 70180, FY2009
Ft. Knox, Kentucky

Solicitation #: W91236-10-R-0005

SECTION 00 01 10

TABLE OF CONTENTS (ID/IQ) – PHASE I

REV 1.5 – 31 JAN 2009

REQUEST FOR PROPOSAL

WIT Complex, Dining Facility

Ft. Knox, Kentucky

PROPOSAL REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

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INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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1.0 GENERAL INFORMATION

1.1. GENERAL DESCRIPTION OF WORK

This solicitation is for the single award Base Indefinite Delivery/Indefinite Quantity ID/IQ Contract for Design and Construction of standard design dining facilities. Individual projects under this contract will be awarded by task order. The phase 2 portion of this solicitation also includes the initial task order which will also be awarded . Future task orders may include construction only.

General Description of Work: Design and Construct a standard Dining facility and associated sitework.

1.1.1. Task Order

The scope of the initial task order includes all work required to design and construct a WIT Complex, Dining Facility located at Ft. Knox, Kentucky. The work shall be in accordance with the Request for Proposal documents issued with the initial task order.

Task Order Description of Work: The Work of this project is one of three projects included in the Warrior in Transition (WT) Campus at Ft. Knox. The WT facilities will house soldiers temporarily while they are recuperating from injuries sustained during their service in the United States and overseas fighting the Global War on Terror (GWoT). These facilities will provide the best accommodations the Army can build in gratitude for their service and sacrifice. Coordination with these other contracts is required. The Warrior in Transition Complex consists of four facility elements:

- WT Barracks to accommodate 216 recuperating soldiers in 108 Suites in a three-story, 126,390 square foot facility. The barracks will house single soldiers and is intended to be similar both functionally and technically to apartment type housing in the private sector. The ground-floor suites shall be completely handicap accessible and shall include: private sleeping areas, walk-in closets, and a bathroom for each soldier. A living room, laundry and full service kitchen shall be shared by the room module occupants. Additional facility and functional support amenities shall be provided as outlined in the project Scope of Work.?

- WT Soldier and Family Assistance Center (SFAC) in a single-story, 15,000 square foot facility. The Soldier Family Assistance Center (SFAC) serves as a transitional facility, which bridges the gap between in the transition between family assistance and assisting the soldier in personal adjustments. Soldier assistance by family members is critical element in the recovery from injuries. Child care areas, financial assistance, meeting rooms, kitchenette, chaplain and other assistance type functions to accommodate both the soldier and their families are provided in this facility.?

- A combined WT Medium Company Headquarters and WT Battalion Headquarters in a two-story, 26,800 square foot facility. The Company Headquarters will support two Companies with administrative building functions to provide soldier mission direction and operational needs requirements. The Battalion Headquarters will operate in a similar manner as traditional Battalion and Brigade headquarters facilities. This facility is intended to be similar both functionally and technically to an office building.?

- WT Dining Facility (DFAC) for a 201-500 person serving capacity in a single-story, 18,000 square foot facility.

This project shall be for the design and construction of the Dining Facility with associated and immediately adjacent site

infrastructure. Refer to the Demarcation Matrix for a more specific breakdown of responsibilities.

Another RFP has been (will be) issued for the WT Barracks, full complex pad site grading and complex infrastructure. And a third RFP has been (will be) issued for the Soldier and Family Assistance Center, and the Company OPS Headquarters / Battalion Headquarters with associated and immediately adjacent site infrastructure.

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1.2. CONTRACT COST CEILING LIMITATION FOR DESIGN AND CONSTRUCTION COSTS

The Contract Cost Limitation (CCL) will be provided with the Request for Proposals (RFPs) for each individual requirement in Section 00 73 10. It is the Government's intent to award at full scope within the CCL. Preferences shall only be provided in the Offeror's proposal if the price can be provided within in or near the CCL.

1.3. GOVERNMENT SECURITY REQUIREMENTS

The Offeror(s) must ensure that ALL mail sent to the Norfolk District District, U.S. Army Corps of Engineers, either pre-contract or post-contract award, has a return mailing address on the outside of the envelope, package, box, etc. ANY MAIL addressed to the U.S. Army Corps of Engineers, including but not limited to bids, modifications to bids, proposals, revised proposals, bonds, correspondence, etc., will be REJECTED by the US Army Corps of Engineers mail room facility located at 803 Front Street if it does not contain a return mailing address. There will be no exceptions.

1.4. COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. All solicitation documents will be posted to the Federal Business Opportunities website at:

https://www.fbo.gov/index?subtab=notices&s=agency&mode=form&tab=offices&id=63dd2680762c21c611c41c2499b507c5&tabmode=form&tabid=7ee0d4adc7a5d8dac459eab

http://www.nao.usace.army.mil/

It shall be the contractor’s responsibility to check the websites for any amendments. The offeror shall submit in the proposal all requested information specified in this solicitation. There will be no public opening of the proposals received as a result of this solicitation.

A list of interested vendors (potential offerors and subcontractors) is available on the federal business opportunities web site (registration required) is available at: http://www.fbo.gov/.

Additional information regarding this solicitation and potential offerors and/or subcontractors is available at http://www.nao.usace.army.mil/business%20resource/Contracting%20Office/homepage.asp.

1.5. OFFEROR'S QUESTIONS AND COMMENTS

Questions and/or comments relative to these documents should be submitted via e-mail or mailed to:

Contract Specialist – Primary POC

U.S. Army Corps of Engineers, Norfolk District District

ATTN: Lynn Tanno

803 Front Street

Norfolk, VA 23510

Phone: 757-201-7839

Email: Lynn.M.Tanno@usace.army.mil

Contract Officer – Secondary POC

U.S. Army Corps of Engineers, Norfolk District

ATTN: Debora Gray

803 Front Street

Norfolk, VA 23510

Phone: 757-201-7551

Email: Debora.S.Gray@usace.army.mil

Note: All questions and/or comments should reach the above referenced Contracting Office no later than Seven (7) calendar days after the pre-proposal conference, in order that they may be given consideration or actions taken prior to receipt of offers.

1.5.1 Bidder Inquiry

1.5.1.1 Technical inquiries and questions relating to proposal procedures or bonds are to be submitted to the Contracting Specialist.

1.5.1.2 Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

1.6. SMALL BUSINESS SIZE STANDARD/NAICS CODE

See Section 00 45 00, FAR 52.219-1 for the small business size standard/NAICS Code.

1.7. PROPOSAL EXPENSES AND PRE-CONTRACT COSTS

This Request for Proposal (RFP) does not commit the Government to pay, as a direct charge, any costs incurred in the preparation and submission of a proposal. However, a stipend may be authorized for unsuccessful Phase 2 offerors in accordance with Section 00 22 20.

1.8. PRE-PROPOSAL CONFERENCE

The Government does not intend to hold a pre-proposal conference for the phase 1 solicitation.

1.9. ACCURACY IN PROPOSALS

Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1.10. PROPOSAL SUBMITTALS

Due to heightened security at Government installations, those offerors who have their proposals hand-delivered shall contact Lynn Tanno, Contract Specialist, at 757-201-7839 or the Contracting Office Main Desk, at 757-201-7551, prior to delivering to the address shown below. On the date specified, and thirty minutes prior to the time specified on Standard Form SF 1442, Page 1, Item 9, a Contracting representative will be in the lobby to accept proposals. At the time specified on Standard Form SF 1442, Page 1, Item 9, it will be announced that receipt of proposals is closed. Official time will be established by the clock located in the area where the proposals are received. Recent terrorist threats have resulted in more time-consuming sign-in and escort procedures and may impact the timely delivery of offers. See FAR 52.215-1 for rules concerning late proposals.

As stated on Standard Form SF 1442: Proposals will shall be sent to:

U.S. Army Corps of Engineers, Norfolk District

ATTN: Lynn Tanno

803 Front Street

Norfolk, VA 23510

The Packaging that contains the Proposals shall be marked:

”Proposals for [Solicitation Number], DO NOT OPEN”

1.11. PROPOSAL FORMAT

(a) Written materials: 8 ½” x 11” format, using 10 point or larger font size, in bound volumes, using 3-ring binders (except that Pro Forma material and price proposal shall be submitted in a closed manila envelope. Each bound volume will contain a Title Sheet on the cover for ready identification of the proposal and a full table of contents, separated by Tabs, as prescribed herein

(i) The prime, consortium, or joint venture’s name, address, a signature of the official that can bind the firm and a telephone number shall appear in the lower left corner of the title page of any document/volume to be evaluated.

(ii) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

(b) Drawing sheets: Use 22” x 34” for full size drawings. Half-size sheets are also acceptable.

(c) Electronic Format: Provide two CDs in read-only format, preferably using .pdf files. All price breakdown information to aide in the price evaluation, shall be submitted in Excel format.

(d) Number of copies: Submit one original and Six (6) copies of drawings and printed matter (Bound Volumes), as well as Two (2) CDs. For Pro Forma information required in Phase 2: Submit the original and one copy and one separate CD.

1.12. JOINT VENTURE PROPOSAL REQUIREMENTS

When proposing as a joint venture, all members of the joint venture shall sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration. If this is an 8(a) or HubZone joint venture, the offeror shall ensure that it complies with the applicable requirements of 13 CFR Part 124 and 13 CFR Part 126, respectively

1.13. SUBCONTRACTING PLAN/ SUBCONTRACTING GOALS REGARDING THE UTILIZATION OF SMALL BUSINESS CONCERNS

(a) Application. This clause applies to all offerors submitting proposals.

(b) Federal Acquisition Regulations (FAR). Attention is directed to the following FAR and DFARS provisions contained in this solicitation:

52.219-8, Utilization of Small Business Concerns (Alternate I)

52.219-9, Small Business Sub Contracting Plan (Alternate I) (applies only to Large Business)

52.219-16, Liquidated Damages – Small Business Subcontracting Plan (applies only to Large Business)

252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

(c) Goals. The U.S. Army Corps of Engineers considers the following goals reasonable and achievable for the performance of the resultant contract:

(i) 45 % of subcontracted amount contract amount with small business concerns.

(ii) 20 % of subcontracted amount contract amount with those small business concerns owned and controlled by socially and economically disadvantaged individuals.

(iii) 7 % of subcontracted amount contract amount with those small business concerns owned and controlled by women.

(iv) 3 % of subcontracted amount contract amount with those small business concerns owned and controlled by Service-Disabled Veterans.

(v) 10 % of subcontracted amount contract amount with those small business concerns owned and controlled by HUBZones.

(vi) [not supplied] % of subcontracted amount contract amount with those minority institutions and historically black colleges and universities

1.14. BID GUARANTEE

A Bid Guarantee is not required for the Phase 1 proposal submission. A Bid Guarantee will be required for the initial Task Order in Phase 2. The penal sum of the bond will be required as in provision 52.228-1, Bid Guarantee. Facsimile Bonds are not acceptable.

1.15. CONTRACT PRICES - BIDDING SCHEDULE (PHASE 2 ONLY)

Payment for the various items listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, materials and bonds (performance and payment), and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs for work not specifically mentioned in the Bidding Schedule shall be included in the contract prices for the items listed.

1.16. SOLICITIATION PROVISIONS

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The clauses below are included for reference only. They are to be entered into the RFP through the SPS system. No other clauses other than those listed in the tables below should be included in the RFP unless approved by the PEO

The following contract provisions are required to be used:

PROVISION	TITLE	Inc by Reference	NOTES
NA	Model RFP Provisions	No	Put all Model RFP Provisions in Section 00100. Edit and fill-in as necessary.
52.233-2	Service Of Protest	No	33.106(a) IF >SAT
52.236-28	Preparation Of Proposals--Construction	No	36.520 when contracting by negotiation

The following contract provisions are to be used if applicable for your project:

PROVISION	TITLE	Inc by Reference	NOTES
52.204-6	Data Universal Numbering System (Duns) Number	Yes	4.603 (a) USE IN ALL > $25K

52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	NO	9.409(a) > SAT
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, Did 5010.12-L	NO	11.204 (b) IF CITING SPECS LISTED IN DoDISS OR DoD5010.12-L THAT ARE NOT LISTED IN SOLICITATION
52.211-6	Brand Name Or Equal	Yes	11.107 When brand name or equal purchase descriptions in solicitation
52.211-14	Notice Of Priority Rating For National Defense Use	NO	11.604(a) PRIORITY RATED REQUIREMENTS
52.214-34	Submission Of Offers In The English Language	Yes	14.201-6(w) solicitations that include any of the clauses prescribed in 25.1101 or 25.1102.
52.214-35	Submission Of Offers In U.S. Currency	Yes	14.201-6(x) in solicitations that include any of the clauses prescribed in 25.1101 or 25.1102
52.215-1	Instructions To Offerors--Competitive Acquisition	Yes	15.209(a) - USE IN ALL COMPETITIVE WHERE AWARDING WITHOUT DISCUSSIONS
52.215-3	Request For Information Or Solicitation For Planning Purposes	NO	15.209(c) ONLY WHEN ISSUING A SOLICITATION FOR INFO OR PLANNING PURPOSES

52.215-5	Facsimile Proposals	NO	15.209(e) TO AUTHORIZE FAXED PROPOSALS
52.216-1	Type Of Contract	NO	16.105 > sat
52.216-27	Single Or Multiple Award	Yes	16.506(f) MULTIPLE AWARD CONTRACT
52.217-4	Evaluation Of Options Exercised At Time Of Contract Award	Yes	17.208(b) IF INCLUDES OPTION CLAUSE
52.217-5	Evaluation Of Options	Yes	17.208(c) IF CONTAINS OPTIONS THAT WILL NOT BE EXERCISED AT TIME OF AWARD
52.222-5	Davis-Bacon Act -- Secondary Site Of The Work	NO	22.407(h) > $2000
52.225-10	Notice Of Buy American Act/Balance Of Payment Program Requirement - Construction Materials	Yes	25.1102 (b)1 - use with 52.225-9
52.225-10 ALT I	Alternate I	Yes	25.1102 (b)2 use if insufficient time to process a determination of inapplicability
52.225-12	Notice Of Buy American Act/Balance Of Payment Program Requirement - Construction Materials	Yes	25.1102(d)(1) if contains 52.225-11
52.225-12 ALT I	Alternate I	Yes	25.1102(d)(2) if insufficient time to process a determination of applicability
52.225-12 ALT II	Alternate II	Yes	25.1102(d)(3) if between $6,725,000-$7,611,532

52.232-13	Notice Of Progress Payments	Yes	32.502-3(a) if using progress payments
52.232-28	Invitation To Propose Performance Based Payments	Yes	32.1005(b)(1) If inviting offerors to propose performance based payments
52.236-27	Site Visit (Construction)	No	36.523 if need a site visit
52.236-27 ALT I	Site Visit (Construction) Alt I	No	36.523 if conducting an organized site visit
52.252-1	Solicitation Provisions Incorporated By Reference	No	52.107(a) ALL
252.205-7000	Provision Of Information To Cooperative Agreement Holders	Yes	205.470 in solicitations and contracts exceeding $1,000,000
252.232-7010	Levies On Contract Payments	Yes	DFARS 232.7102 in all solicitations & contracts other than micro-purchases
252.225-7031	Secondary Arab Boycott Of Israel	No	Dfars 225.770-5 all
252.236-7007	Additive Or Deductive Items	No	236.570 (5) 252.236-7007, Additive or Deductive Items, if the procedures in 236.213-70 are being used.
252.236-7008	Contract Prices - Bidding Schedules	Yes	236.507(b)(6) If contract will contain only unit prices for some items

The following contract provisions are optional:

CLAUSE	TITLE	Inc by Reference	NOTES
52.215-20	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data	NO	15.408(l) USE WHERE COST OR PRICING DATA OR INFO OTHER THAN COPD WILL BE REQ'D
52.215-20 ALT I	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997) Alternate I	NO	15.408(l) USE WITH 15.215-20 WHERE FORMAT OTHER THAN TABLE 15-2 IS REQUIRED
52.215-20 ALT II	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997) Alternate Ii	NO	15.408(l) USE WITH 15.215-20 WHERE PROPOSALS COPIES ARE TO BE SENT TO THE ACO AND CONTRACT AUDITOR
52.215-20 ALT III	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997) Alternate Iii	NO	15.408(l) USE WITH 15.215-20 WHERE ELECTRONIC SUBMISSION IS REQUIRED
52.215-20 ALT IV	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997) Alternate IV	NO	15.408(l) USE WHERE INFO OTHER THAN COST OR PRICING DATA IS REQ'D

SECTION 00 22 10 (ID/IQ)

VER 2.4 – 31 JUL 2009

PHASE 1 OF 2 PHASE DESIGN-BUILD SELECTION PROCEDURES

1.0 OVERVIEW

2.0 GENERAL INSTRUCTIONS

3.0 PHASE 1 PROPOSAL AND RELATED EVALUATION FACTORS

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6.1 SUBMISSION REQUIREMENTS

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8.0 PHASE 1 OVERALL RATING

9.0 PHASE 1 EVALUATION PROCEDURES

9.1 SOURCE SELECTION EVALUATION BOARD (SSEB)

9.2 EVALUATION

9.3 EVALUATION AND RATING SYSTEM

9.4 DEFINITIONS

9.5 PAST PERFORMANCE RISK RATINGS

PHASE ONE – SECTION 00 22 10 ATTACHMENTS

1 – PROPOSAL DATA SHEETS

2 – COMPANY SPECIALIZED EXPERIENCE CONSTRUCTION OR PRIME CONTRACTOR

3 – COMPANY SPECIALIZED EXPERIENCE DESIGN FIRM OR IN-HOUSE DESIGN CAPABILITY

4 – PAST PERFORMANCE EVALUATION TELEPHONE INTERVIEW QUESTIONNAIRE

5 – LETTER OF COMMITMENT FOR DESIGN FIRM

1.0 OVERVIEW

1.1. The Government is looking for ways to streamline construction, manage labor and other resource constraints in an effort to reduce costs and achieve an aggressive schedule in executing task orders to meet the Army's Transformation program goals of faster project execution at lower cost, while taking advantage of industry standards, means and methods. In Phase 1 of the 2 phase design-build selection procedure, interested firms or joint venture entities (referred to as "Offerors") submit certain specified performance capability proposals, demonstrating their capability to successfully execute design-build or construction task orders under the contract resulting from this solicitation. The Government will evaluate the qualifications in accordance with the criteria described in Section, 00 22 20 and will short-list a number of the Phase 1 Offerors to compete for the base ID/IQ contract award and initial task order award in Phase 2.

1.2. In Phase 2, the short-listed offerors will submit proposals for the initial task order in accordance with Section 00 22 20. In Phase 2, the Contracting Officer will award a firm fixed-price Indefinite Delivery Indefinite Quantity contract to that firm whose proposal offers the best overall value to the Government, considering the price and non-price factors described in Phase 2. Awardee will also be awarded the initial task order in accordance with the Phase 2 evaluation and award procedures.

2.0 GENERAL INSTRUCTIONS

2.1. Firms formally organized as design-build entities, design firms and construction contractors that have associated specifically for this project, consortia of firms or any other interested parties may submit proposals. Associations may be as joint ventures or as key team subcontractors. Any legally organized Offeror may submit a proposal. To qualify for Phase 2, the Offeror's design entity is required to have professional architects and engineers, registered in the appropriate technical disciplines and the requirements specified in Section 00 73 00, "Requirements for Registration of Designers", must be met. All designs must be under the direct supervision of appropriately licensed professionals for each discipline involved.

2.2. Submit the Phase 1 proposal in a tabbed, three-ring binder. Note that the Government will not evaluate any material that exceeds the page limits, in paragraph 7.1.1 below.. PHASE 1 DOES NOT INVOLVE PRICING SUBMISSION.

3.0 PHASE 1 PROPOSAL AND RELATED EVALUATION FACTORS

Location	Factor Number	Description	Relative Importance
Tab A		SF 1442 and Proposal Data Sheet	N/A

Tab B	Factor 1	Specialized Experience	1st (Most Important Factor)
Tab B	Factor 2	Past Performance	2nd (Slightly less important than Factor 1)
Tab C	Factor 3	Organization and Technical Approach	3rd (Slightly less important than Factor 2)

4.0 TAB A - STANDARD FORM 1442 AND PROPOSAL DATA SHEET

4.1. Submit the SF 1442, completed and signed by a person authorized by the Offeror. Include the completed proposal data sheet (See attachment 1, provided at the end of this Section).

5.0 TAB B – FACTOR 1 - SPECIALIZED EXPERIENCE

5.1. SUBMISSION REQUIREMENTS

The Offerors's construction and design entities should each demonstrate recent, relevant experience on similar projects, using the Construction – Specialized Experience form – (Attachment 2), and Designer – Specialized Experience Form – (Attachment 3). Offerors may identify state and local government and private projects that are similar to the Government's requirements. If the Offeror is a joint venture, limited liability corporation, or integrated design-build firm provide experience information for design and construction, demonstrating the experience of each proposed design and construction entity as is relevant to their proposed role on this project. Submit projects that are currently well underway (designed and at least 50% construction progress completed) or completed and turned over no longer that five (5) years preceding the date of this Solicitation. If any firm has multiple functions or divisions, limit the project examples to those preformed by the division or unit submitting the offer or by the team member. Design firms may list prime contractors they have worked for or government, private or commercial customers. The Offeror shall select the design firm(s). If projects were design-build, so identify them. Both the prime contractor and the design firm(s) shall each submit no more than five (5) projects.

5.1.1.1. Projects will be considered similar to this procurement if they are similar in complexity, in type, scope, or magnitude. The projects submitted should include the following criteria. Projects do not have to include all of the criteria; however, projects that meet all of the criteria may be more highly rated.

(a). Construction of Dining Facility or their equivalent or similar commercial or institutional type. All work must be new construction.

(b) Typical project size should reflect 18,000 square feet.

(c) Construction value of at least $5,000,000

(d) Additionally, projects should reflect the following features in terms of complexity:

1. Food Service related

2. Coordination with concurrent and adjacent construction contracts

5.1.2 The Offeror may provide a supplemental narrative (not project lists), not to exceed two pages, explaining how any corporate experience that is not directly related to the specific projects above is applicable to this project and how the Government will benefit. The following information may be considered.

5.1.3` The Offeror should describe any previous teaming experience between current team members, if not described in the project list. Describe team members' experience on LEED projects, if not included on the project list. Offeror may describe design-build experience on other type projects. The above information is limited to projects that are well underway or that have been completed and turned over no longer than the past five years preceding the date of this solicitation.

5.2. EVALUATION CRITERIA:

5.2.1. The Government will evaluate the extent of recent, related experience of the prime contractor and design firms in design, construction or design-build, as relevant to their role on this project. Experience on the similar projects identified in the project lists will receive more consideration than experience provided in the supplemental narrative. The Government will place greater value on projects performed as a prime contractor than as a subcontractor, depending upon overall role and relevancy considerations. Federal Government project experience will not be rated inherently more important than non-Federal Government project experience.

The Government reserves the right to verify experience by reviewing the Corps of Engineers Construction Contractor (or Architect-Engineer) Appraisal Support System (CCASS/ACASS), other DOD or Government appraisal systems or to interview commercial owners or references. The Government may check any or all cited references to verify supplied information. The relevant experience of key personnel proposed for this project will not be evaluated or considered under this factor.

5.2.2. The Government will evaluate demonstrated familiarity with applicable codes and local conditions. Previous design-build experience is not necessary for an acceptable rating. The Government may consider previous D-B experience a strength, even if the experience is on different type projects than this project. Similarly, the Government may consider previous recent teaming experience among the team members as value added, even if on different type design and/or construction projects than this project. The more relevant the experience, the more credit will be given.

5.2.3. The firm(s) preparing the design must demonstrate qualifications and experience in sustainable design and development and design, based on project experience on projects that have achieved US Green Building Council's LEED certification or were certifiable at LEED silver or better or project experience on completed Corps of Engineers design-build projects that were validated as having achieving LEED silver rating for an acceptable rating. Additional consideration will be given if both the constructor and the design firm(s) demonstrate qualifications and experience on LEED.

6.0 TAB B – FACTOR 2 - PAST PERFORMANCE

6.1. SUBMISSION REQUIREMENTS:

6.1.1. Past performance refers to the quality of recent project experience from the owner's perspective. The prime construction contractor and the design firm (or prime contractor if design is to be self-performed) shall provide customer reference name(s), company affiliation and current phone numbers on the specific project experience sheets in Tab B or other projects that establish a firm's past performance. If any firm has multiple functions or divisions, limit the project examples to those performed by the division, unit or team member submitting the offer. Additional past performance examples may be submitted for consideration on any other member of a Teaming Arrangement that will perform a major or critical aspect of the project. Projects cited shall be currently well underway (fully designed and at least 50% construction progress completed) or construction substantially completed within five (5) years preceding the date of this solicitation. The Government may contact and interview the points of contact and reserves the right to interview other individuals acting for the listed reference, if the listed reference is not available. See the sample questionnaire shown at Attachment 5. Furthermore, the Government reserves the right to interview other individuals if the point of contact is not available. The Offeror or the design firm may briefly provide information on problems encountered on identified projects and any corrective action.

6.2. EVALUATION CRITERIA:

6.2.1. The Government will perform a risk assessment with respect to Past Performance. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor performance. If any firm has multiple functions or divisions, The Government will only evaluate past performance of the division or unit submitting the offer. Owners/references may be asked to comment on items such as quality of design or construction, timeliness, management of the work subcontractor management, including timely payment to subs or suppliers, safety, relations between owner and designer or contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting design or construction errors, warranty work, etc. The Government will not release the Past Performance Evaluation – Telephone Interview Forms to the Offeror at any time, in order for the Government to solicit candid, unbiased interview comments. The Government also places a higher value on performance, which document successful outcomes and are supported by outside source confirmation, for example, but not limited to telephone interviews with points of contact identified in the proposal, CCASS/ACASS or other agency performance databases, Offeror furnished references, or personal knowledge. The Government also places a higher value on performance, which provided particularly difficult or unique challenges and the innovative methods the contractor used to resolve problems successfully. The Government's evaluation is not limited to past performance information on the cited example projects.

6.2.2. Each entity (firm) will be rated on its own performance or that of its predecessor, if relevant. An entity may not establish past performance based on the past performance of its proposed key personnel, apart from that of the entity. If the Government does not obtain past performance information and cannot establish a past performance record for the Offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance risk will be considered "unknown".

7.0 TAB C – FACTOR 3 - ORGANIZATION AND TECHNICAL APPROACH

7.1. SUBMISSION REQUIREMENTS:

7.1.1. This information should address the Offeror's organization and intended technical approach to executing the contract and design-build task orders. Demonstrate an understanding of the risk management process associated with design-build process. Limit the information to fifteen pages or less clearly but concisely describe the organizational and technical approach to project management and execution. The fifteen page limit does not include resumes submitted for key personnel, below.

7.1.2. Organization: Describe the team members, their resources, how their resources will be utilized, and their roles and responsibilities. Include a general description of the work the Offeror will self-perform to be compliant with the requirements of the Special Contract Requirement SCR 1.4, SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR applicable to this solicitation (See Section 00 73 00).

7.1.3. Technical Approach for Design-Build: Describe the technical approach to design and build this facility type. Include information on fast-tracking design and construction. The Government is looking for ways the design-builder will streamline design and construction, manage labor and other resource constraints in an effort to reduce costs and achieve an aggressive schedule. In Phase 2, the Offeror will describe merging its fast-track packaging into the proposal schedule and contract duration. A conceptual plan is required in Phase 1.

7.1.4. Collaborative Approach for Design-Build: Describe interactions within the team and with the Corps of Engineers during the design. Discuss how the configuration management system will track and control design evolution and changes during design for quality control and to facilitate quicker Government reviews. Describe the role of the construction team members during design. Describe the type of Building Information Modeling (BIM) system to be used on the project (See section 01 33 16 and Attachment F of that Document for CADD/BIM requirements and for Contractor Electives for additional consideration, as described below in the evaluation criteria) and how the team intends to develop and use the model. Describe the role and interaction of the design team with the construction team during construction, addressing, as a minimum, maintaining configuration management of the design during construction, including control and approval of revisions to the accepted design; requests for information; shop drawing and submittal reviews and approvals; progress meetings; site visits, if any; contract completion, closeout, as-built and completion documentation.

7.1.5. Planning and Scheduling: Provide information on your team's project scheduling capabilities for design and construction. Identify the system you will utilize and how your team will implement the schedule to manage design and construction. Discuss internal procedures for handling delays to minimize "schedule creep". In Phase 2, the Offeror will develop a summary schedule. In Phase 1, the Government is interested in the offeror's planning and scheduling capabilities.

7.1.6. Quality Control: Provide information on your team's capabilities to assure quality control. Describe your quality control approach, corporate systems, and capabilities to maintain quality control of the design and construction. Provide specific information on how you will manage design quality control, track design evolution and changes during design to meet the schedule and to facilitate quicker Government reviews. Provide information

on how you will handle internal and external requests for information, shop drawings, submittal reviews, progress meetings, site visits, contract completion, closeout, as-built, and completion documentation. After contract award, the selected design-builder will submit their Quality Control Plan for Government Approval.

7.2. EVALUATION CRITERIA:

7.2.1. The Government will evaluate the strengths, weaknesses, and any deficiencies in the organization and technical approach. The Government will evaluate the firm's understanding of design-build and the capability to execute the project. Some additional specific evaluation criteria are listed below.

7.2.2. Organization: The Government will evaluate the clarity and strength of the overall organization, the structure and staffing to execute the entire scope of work. The Offeror is required to select and commit to design firms to achieve an "acceptable" rating. Joint venture participants' contribution to the project should be commensurate with their skills and background. The Government will evaluate the Offeror's capability and intent to comply with the applicable requirements for self-performance of work by the prime contractor, as applicable to the type of solicitation (See Section 00 73 00, SCR .1.4, "SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR")

7.2.3. Technical Approach for Design and Construction: The Government places a higher value on an offer that provides methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule, including such things as fast-tracking, using factory built modules or assemblies, panelization, pre-cast, tilt-up, standard designs, etc. The Government will also consider whether the approach reduces on-site craft labor and susceptibility to inclement weather delays.

7.2.4. Collaborative Approach for Design-Build: The use of 3-dimensional (3D) Building Information Model (BIM) technology in the design process is a requirement. The BIM requirements are described in Section 01 33 16, "Design After Award. The Government will evaluate the integration of the design and construction firms and the staff during design and construction. The constructor must be actively involved in the design process, not just leaving it up to the designer (see Special Contract Requirement (SCR: "Constructor's role during Design"). The offeror must have an effective configuration management system to control and track revisions to the design. The Government will evaluate the offeror's understanding of the design process and the roles of the designers of record and the Government reviewers. The Government will evaluate the role of the designer in maintaining design integrity throughout the process, including its key roles during construction. The Government places greater value in collaborative development of the Building Information Model as early as possible during the design and construction process. Additional consideration will be given to a team that includes as many subcontractors as possible (e.g., the key subs for electrical and mechanical, the fire protection subcontractor, fabricators, etc.) during design development, prior to release of the applicable design packages for construction, so that systems and trade coordination can reduce interferences, increase constructability and speed up construction operations. Additional consideration will also be given to a team that includes one or more BIM "Contractor Electives", as described in Appendix F of Section 01 33 16.

7.2.5. Planning and Scheduling: The Government will evaluate the Offeror's scheduling capabilities to develop and implement an integrated fast track design-build schedule and the systems that will be utilized to implement the schedule. Additional consideration will be given for teams that provide 4-D Schedule Modeling with demonstrated experience in BIM.

7.2.6. Self-Performed Work: The Government will evaluate the Contractor's resources to determine if it has the capability to self-perform the required amount of the project, in accordance with public policy to assure adequate interest in and supervision of all work. These requirements are outlined in Section 00 73 00.

7.2.7. Quality Control: The Government will evaluate the Offeror's capabilities and understanding of the contractually required quality control processes for both design and construction. The Government places value upon continued participation by the designers of record during the construction quality control process. The Government will evaluate the adequacy of the staffing plan to cover all required tasks and responsibilities.

8.0 PHASE 1 OVERALL RATING

8.1. In addition to individual factor ratings, the Government will assign an overall rating for the Phase 1 proposal.

9.0 PHASE 1 EVALUATION PROCEDURES

9.1. SOURCE SELECTION EVALUATION BOARD (SSEB)

9.1.1. The SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal, proposal corrections and any information obtained from other sources, e.g. past performance information. The SSEB will not consider any proposal incorporated by reference, except as expressly allowed by this solicitation.

9.2. EVALUATION

9.2.1. The SSEB will evaluate the proposals and assign a consensus rating for each evaluation factor and subfactor. Offerors are cautioned to put forth their best efforts for the Phase 1 submission, and to furnish all information clearly to allow the Government to determine their performance capability. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it in response to Phase 1.

9.2.2. The Government reserves the right to allow proposal corrections, if deemed necessary to determine the most highly qualified Offerors to shortlist for Phase 2.

9.2.3. The Contracting Officer, independently exercising prudent business judgment, will select a number of the most highly qualified Offerors to short-list for Phase 2.

9.3. EVALUATION AND RATING SYSTEM

9.3.1. General: The Government will review the proposals and rate the quality of each evaluation factor and subfactor (if any). The SSEB will rate each proposal against the specified evaluation criteria in the Solicitation requirements.

9.3.2. Review Write-up: The Government will support each rating with a narrative, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies, and required clarifications.

9.3.3. Rating System: After listing proposal strengths, weaknesses, and deficiencies, the SSEB will assign an adjective rating of ""Excellent", "Good", "Acceptable", "Marginal", "Susceptible to Being Made Acceptable", or "Unacceptable" to each factor and subfactor, which reflect the Government's confidence in each Offeror's technical ability, as demonstrated in its proposal, to perform the requirements stated in the RFP.

9.4. DEFINITIONS

9.4.1. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

9.4.2. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance.

9.4.3. Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

9.4.4. Strength. Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract...

9.4.5. Significant Strength. A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance.

9.4.6. Deviation. Proposal implies or specifically offers a deviation below the specified criteria. The offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

9.4.7. Excellent. Proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach includes numerous advantageous characteristics of substance, and essentially no disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the proposal solutions which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements. Risk level: Very Low.

9.4.8. Good. Proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in ~~satisfactory~~ acceptable performance. The risk of unsuccessful performance is low as the proposal contains solutions which are considered feasible and practical. These solutions are further considered to be low risk in that they are clear and precise, supported, and demonstrate an understanding of the requirements. Risk level: Low.

9.4.9. Acceptable. Proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach includes both advantageous and disadvantageous characteristics of substance, where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the proposal solutions are generally feasible and practical. These solutions are further considered to reflect moderate risk in that they are somewhat clear and precise, partially supported, and demonstrate a general understanding of the requirements. Risk Level: Moderate.

9.4.10. Marginal. The proposal demonstrates an approach which may not be capable of meeting all requirements and objectives. The approach has disadvantages of substance and advantages, if they exist, are outweighed by the disadvantages. Collectively, the advantages and disadvantages are not likely to result in ~~satisfactory~~ acceptable performance. The risk of unsuccessful performance is high as the proposal contains solutions which may not be expected to feasible and practical. These solutions are further considered to reflect high risk in that that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements. Risk Level: High to Very High.

9.4.11. Susceptible to Being Made Acceptable. Proposal demonstrates an approach which, as initially proposed, cannot be rated marginal because of error(s), omission(s) or deficiency(cies), which are capable of being corrected without a major rewrite or revision of the proposal. These solutions are further considered to reflect high to very high risk in that they lack clarity and precision, are generally unsupported, and do not demonstrate a complete understanding of the requirements. Risk Level: High to Very High.

9.4.12. Unacceptable. The proposal demonstrates an approach which, based on a very high risk, will very likely not be capable of meeting all requirements and objectives. This approach has numerous disadvantages of substance, and advantages, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in ~~satisfactory~~ acceptable performance. The risk of unsuccessful performance is very high as the proposal contains solutions which are not feasible and practical. The solutions are further considered to be very high risk in that they lack any clarity or precision, are unsupported, and do not demonstrate an understanding of the requirement. Risk Level: Very High.

9.5. PAST PERFORMANCE RISK RATINGS

9.5.1. In addition to adjectival ratings, risk ratings shall be assigned to Past Performance. Past Performance Risk Ratings assess the risks associated with each Offeror's likelihood of success in performing the requirements stated in the RFP based on the Offeror's demonstrated performance on recent contracts. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an Offeror's past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offerors that have no relevant performance record will be given a neutral/unknown risk rating for these factors:

9.5.2. Risk Rating System

9.5.2.1. Unknown Risk. Offeror has little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

9.5.2.2. Low Risk. Little doubt exists, based upon the Offeror's performance record, that the Offeror can perform the proposed effort.

9.5.2.3. Moderate Risk. Some doubt exists, based on the Offeror's performance record, that the Offeror can successfully perform the proposed effort.

9.5.2.4. High Risk. Significant doubt exists, based on the Offeror's performance record, that the Offeror can successfully perform the proposed effort.

PHASE ONE - TAB A

PROPOSAL DATA SHEET

SECTION 00 22 10 - ATTACHMENT 1

1. Name of Solicitation:

2. Name of Firm:

Address:

Phone:

Fax:

E-mail:

DUNS # (used for accessing the Construction Contractor Appraisal Support System (CCASS) or A-E Contractor Administration Support System (ACASS) Database)

Also provide any other assigned number that identifies the member firm(s) in the ACASS or CCASS databases. If a separate DUNS has been created for a joint venture (J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

3. AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

COMPANY SPECIALIZED EXPERIENCE

CONSTRUCTION OR PRIME CONTRACTOR

SECTION 00 22 10 - ATTACHMENT 2

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of BCT Facility Represented_____

(b) Your Firm's Name _____

(c) Name of Project_____

(d) Location of Project_____

(e) Owner _____

(f) General Scope of Construction Project _____

_____

_____

(g) Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed :

_____

_____

(h) Construction Cost _____

(i) Extent and Type of Work You Subcontracted Out _____

_____

_____

(j) Dates Construction: Began_____ Completed_____

(k) Your Performance Evaluation by Owner, if known _____

_____

(l) Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(m) Owner's Point of Contact for Reference (Name and Company) _____

_____

(n) Current Telephone Number of Reference POC_____

(o) Design/Build Project?:_____

COMPANY SPECIALIZED EXPERIENCE

DESIGN FIRM OR IN-HOUSE DESIGN CAPABILITY

SECTION 00 22 10 - ATTACHMENT 3

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of BCT Facility Represented _____

(b) Your Firm's Name _____

(c) Name of Project_____

(d) Location of Project_____

(e) Owner _____

(f) General Scope of Construction Project _____

_____

_____

(g) Summary of Your Role in Design of this Project, including implementing LEED

_____

_____

(h) Identify Estimated ("E") or Actual ("A") Construction Cost _____

(i) Extent and Type of Work You Subcontracted _____

_____

_____

(j) Dates Design: Began_____ Completed_____

(k) Dates Construction: Began_____ Completed_____

(l) Your Performance Evaluation, if known _____

(m) Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(n) Owner's Point of Contact for Reference (Name and Company) _____

_____

(p) (Current Telephone Number of Reference POC_____

(q) Design/Build Project?:_____

PAST PERFORMANCE EVALUATION TELEPHONE INTERVIEW QUESTIONNAIRE

SECTION 00 22 10 - ATTACHMENT 4

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price _____ Cost Reimbursement _____

Other (Specify) _____

3. Title of Project/Contract Number:

_____

_____

_____

_

4. Description of Work:

_____

_____

_____

_____

____

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work:_____

7. Date of Award: _____

8. Status: Active _____ (Please provide percent complete)

Complete _____ (Please provide completion date)

9. Name and telephone number of Owner's Technical Representative:

QUALITY OF PRODUCT/SERVICE:

10. Please evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent	

Good	
Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

_____

_____

_____

___

11. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Excellent	
Good	
Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

_____

_____

_____

___

12. To what extent was the contractor able to solve contract performance problems without extensive guidance from Owner counterparts?

Excellent	
Good	
Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

_____

_____

_____

___

13. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent	
Good	

Satisfactory	
Marginal	
Unsatisfactory	

Remarks:

_____

_____

_____

___

CUSTOMER SATISFACTION:

14. To what extent were the end users satisfied with:

	Quality?	Cost?	Schedule?
Exceptionally Satisfied			
Highly Satisfied			
Satisfied			
Somewhat Dissatisfied			
Highly Dissatisfied			

Remarks:

TIMELINESS OF PERFORMANCE:

15. To what extent did the contractor meet the required schedules?

Completed Substantially Ahead of Schedule	
Completed on Schedule with no Time Delays	
Completed on Schedule with Minor Delays Under Extenuating Circumstances	
Experienced Significant Delays without Justification	

Remarks:

OTHER REMARKS:

16. Please use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Owner's interest, project awards received, etc.

END OF TELEPHONE QUESTIONNAIRE

LETTER OF COMMITMENT FOR DESIGN FIRM

(USE COMPANY LETTERHEAD)

SECTION 00 22 10 - ATTACHMENT 5

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer), that (insert name of design firm) will fulfill the duties of (state role on a project)

Sincerely, (Authorized Official)

Date: _____

SECTION 00 22 20 (ID/IQ)

REV 2.9- 30 SEP 2009

PHASE 2 DESIGN-BUILD SELECTION PROCEDURES AND BASIS OF AWARD

1.0 OVERVIEW

2.0 BASIS OF AWARD

3.0 NOT USED

4.0 PHASE 2 PROPOSAL CONTENTS AND RELATED EVALUATION FACTORS, SUBFACTORS AND ELEMENTS

5.0 VOLUME 1 – FACTOR 1 – DESIGN TECHNICAL

5.1 GENERAL

5.2 VOLUME 1-TAB A – SUBFACTOR 1 – BUILDING FUNCTIONAL, AESTHETICS AND SPACE

5.3 VOLUME 1-TAB B – SUBFACTOR 2 – QUALITY OF BUILDING SYSTEMS AND MATERIALS

5.4 NOT USED

5.5 VOLUME 1-TAB C – SUBFACTOR 3 – SUSTAINABILITY REQUIREMENTS

6.0 VOLUME -2 FACTOR 2 –REMAINING PERFORMANCE CAPABILITY PROPOSAL

6.1 VOLUME 2 - TAB A– SUBFACTOR 1– PROPOSED CONTRACT DURATION AND SUMMARY SCHEDULE

6.2 VOLUME 2 - TAB B– SUBFACTOR 2– KEY SUBCONTRACTORS

6.3 VOLUME 2 - TAB C– SUBFACTOR 3–UTILIZATION OF SMALL BUSINESS CONCERNS

7.0 VOLUME 3 – PRICE AND PRO FORMA INFORMATION

7.1 GENERAL

7.2 TAB A – FACTOR 3 – PRICE (STANDARD FORM 1442 AND CONTRACT LINE ITEM SCHEDULE)

7.3 TAB B – BID GUARANTEE

7.4 TAB C – REQUIRED PRE-AWARD INFORMATION

7.5 NOT USED

7.6 NOT USED

8.0 EVALUATION PROCEDURES

8.1 GENERAL

8.2 DISCUSSIONS (IF NECESSARY)

8.3 PHASE I PROPPOSAL

PHASE TWO – SECTION 00 22 20 ATTACHMENTS

8 – FORMAT FOR TABLE OF FACILITIES

9 – FORMAT FOR TABLE OF SPACES

10 – COMPANY SPECIALIZED EXPERIENCE KEY SUBCONTRACTOR (OR PRIME IF WORK NOT TO BE SUBCONTRACTED)

11 – LETTER OF COMMITMENT FOR KEY SUBCONTRACTORS

1.0 OVERVIEW

Those Offerors short-listed in Phase 1 are invited to submit a Phase 2 proposal, as indicated below. The Government will evaluate the proposals in accordance with the evaluation criteria described herein, using the evaluation rating systems outlined in the Phase 1 Design-Build selection procedures. Price information will be evaluated for fairness, reasonableness, and for material unbalancing, as described herein. The Phase 2 evaluation will be conducted in accordance with FAR Part 15.

2.0 BASIS OF AWARD (SATOC)

2.1. The Contracting Officer will award a firm fixed-price IDIQ contract to that responsible Phase 2 Offeror whose proposal for the initial task the Source Selection Authority determines conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, considering the non-price factors described herein, and price. All evaluation factors, other than price, when combined, are considered significantly more important than the price. The intent of this solicitation is to obtain the best proposal within the contract cost limitation. There is no obligation to approach or match the cost limitation in the offer. After the Government individually evaluates and rates each proposal, the Contracting Officer/Source Selection Authority will compare proposals to determine which proposal represents the best value. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Contracting Officer/Source Selection Official must determine that the added value of a more expensive proposal (within the cost limitation) would justify award to that Offeror.

2.2. As part of the evaluation, the Government will evaluate betterments in proposals relative to the minimum standards in the RFP to determine if they offer additional value to the Government. In addition, innovations in proposals will be evaluated to determine if creative ideas of the Offeror are a better value to the Government compared to the minimum criteria.

3.0 NOT USED

4.0 PHASE 2 PROPOSAL CONTENTS AND RELATED EVALUATION FACTORS, SUBFACTORS AND ELEMENTS AND SUBFACTORS

(VOLUME 1 – DESIGN TECHNICAL)

Factor/Sub Factor	Location	Description	Relative Importance
FACTOR 1	Volume 1	DESIGN TECHNICAL	Most Important Factor
Subfactor 1	Vol. 1 TAB A	Building Functional, Aesthetics and Space	Equally important with Subfactor 2
Subfactor 2	Vol. 1 TAB B	Quality of Building Systems and Materials	Equally Important with Subfactor 1
Subfactor 3	Vol. 2 TAB C	Sustainability	3rd Most Important Subfactor (less important than Subfactors 1 and 2, which are equal in importance.)

(VOLUME 2 – REMAINING PERFORMANCE CAPABILITY AND SMALL BUSINESS UTILIZATION)

Factor/Sub Factor	Location	Description	Relative Importance
FACTOR 2	Volume 2	REMAINING PERFORMANCE CAPABILITY	2nd Most Important Factor (less important than Factor 1.)
Subfactor 1	Vol. 2 TAB A	Proposed Contract Duration and Summary Schedule	Most Important Subfactor
Subfactor 2	Vol. 2 TAB B	Key Subcontractors	2nd Most Important Subfactor (less important than

			Subfactor 1)
Subfactor 3	Vol. 2 TAB C	Utilization of Small Business Concerns	3rd Most Important Subfactor (less important than Subfactor 2)

(VOLUME 3 – PRICE AND PRO FORMA INFORMATION)

Factor/Sub Factor	Location	Description	Relative Importance
FACTOR 3	Vol. 3 TAB A	Price (Standard Form 1442 and Proposal Bid Schedules)	3rd Most Important Factor (less important than Factor 2)
N/A	Vol. 3 TAB B	Bid Guarantee	Not Rated
N/A	Vol. 3 TAB C	Required Pre-Award Information	Not Rated

5.0 VOLUME 1 – FACTOR 1 – DESIGN- TECHNICAL

5.1. GENERAL: The design-technical Factor consists of conceptual level presentation drawings, technical approach narratives and information regarding material and system quality. It must clearly define the proposed scope and quality levels that the design-build team is offering to the Government in enough detail for the Government and the Offeror to mutually understand the whether or not the proposal meets or exceeds the minimum Solicitation requirements. Fully developed drawings, details, or specifications are not desired or required. The Offeror shall identify what it considers to be Betterments in its proposal for Subfactors 1-3 (See Section 00 73 00, SCR "Proposed Betterments"). Note that the Government will not evaluate any material that exceeds the page limits, where indicated below.

5.2. VOLUME 1 - TAB A –SUBFACTOR 1 - BUILDING FUNCTIONAL, AESTHETICS AND SPACE

5.2.1. Submission Requirements:

5.2.1.1. Presentation Drawings:

(a) Presentation Exterior Elevation(s) of the primary elevation(s) of each facility clearly noting proposed materials and colors.

(b) At least one (1) Exterior Perspective Rendering (may be CADD rendering) for each facility type included in the contract with enough detail to aid in the evaluation of the exterior building aesthetics, as described in paragraph 5.2.2.2 (a), below. Rendering should be at least 11" x 17" in order to show a detailed perspective view of the building

(c) Typical building or wall section(s) with appropriate details for each building type to depict proposed story height.

(d) Schematic floor plans for each floor of each facility.

(e) A color board including primary interior and exterior finish materials.

5.2.1.2. Technical Approach Narratives

Provide technical approach narratives, both qualitative and quantitative, defining the elements of the proposal. Preface the narratives with a design concepts narrative, providing the design rationale and basis of the proposal.

(a) Minimum Space and Facility Size. Describe the spaces provided for each facility, in accordance with Section 01 10 00, Statement of Work. As a minimum, include a tabulation of the net square footage for rooms, zones, or other areas, the total gross square footage for each floor of each facility, and the total gross square footage for each facility to clearly demonstrate compliance with the project requirements. See the sample spreadsheets at the end of this section attachments 8 and 9.

(b) Architectural Theme and Materials. This narrative shall be no longer than three (3) typewritten pages. Describe the architectural themes of the various facilities and spaces which demonstrate how the proposal achieves the results desired by the Statement of Work. Narrative should address how the selection of materials and colors enhances the exterior and interior aesthetics of the facilities and improves the living and/or working conditions for the soldier populations who will utilize the facilities. This narrative is not intended to be a material listing, but to explain/reflect how the selections were made and how they address the requirements.

5.2.2. Evaluation Criteria:

The following three elements are equal in importance (not rated separately).

5.2.2.1. Building Functional Arrangement: This element considers the overall functional layout (Floor Plan) and interaction of the spaces in the facilities as well. This element considers the planning and design of the spaces with respect to soldier working conditions and the operations of the facility.

The following criteria will be considered in the evaluation of the functional arrangement of the various facilities:

(a) How well the floor plan responds to the Functional Relationship requirements described in the Statement of Work

(b) How well the floor plan and space arrangement facilitate work flow and access necessary to successfully operate this facility in accordance with its mission.

(c) Do the facilities provide acceptable life safety and fire safety measures?

(d) Do the proposed plans demonstrate compliance with the mandatory requirements for circulation, furnishings , equipment, and other specifically identified items in the Statement of Work?

5.2.2.2. Building Aesthetics: This element considers the overall "appeal" of the facility and the desire that both the interior and exterior of the facilities present a professional, attractive appearance. The following two areas will be considered under this element and are equal in consideration (not separately rated):

(a) Exterior Considerations:

To the extent possible within the government identified contract cost limitation (CCL), the proposal must comply with the look and feel of the Installation architectural theme identified in the Request for Proposals. The first priority in order of importance is how well the proposal provides comparable building mass, size, height, and configuration in comparison with the architectural theme expressed in the Solicitation. The second priority in order of importance is how well the proposal provides compatible exterior skin appearance based upon façade, architectural character (period or style), exterior detailing, matching the architectural theme expressed in the Solicitation.

• Proposals shall be evaluated on mass, size, height, and configuration in comparison with the architectural theme expressed in the Solicitation, design of facades, roof lines, delineation of entrances, proportions of fenestration in relation to elevations, shade and shadow effects, materials, textures, architectural character (period or style), exterior color schemes.

• How compatible is the proposed design with the installation architectural theme expressed in the RFP? If not an exact "copy" of the theme, how well does it harmonize or blend with the expressed theme?

• How well does the proposal provide comparable building mass, size, height, and configuration in comparison with the architectural theme expressed in the Solicitation?

• How well does the proposal provide compatible exterior skin appearance based upon façade, architectural character (period or style), exterior detailing, matching the architectural theme expressed in the Solicitation?

• Is the buildings scale and proportion complimentary of the adjacent structures?

• Is the building an attractive addition to the Installation?

• How well does the building harmonize with its environment, including surrounding facilities?

• Has the proposer addressed/coordinated the arrangement of stacks, louvers, vents, and roof mounted equipment, etc. to provide a visually attractive structure?

(b) Interior Considerations:

• Are the proposed colors and material finishes conducive to the working environment of the facility?

• For administrative areas, does the interior design provided establish a positive working environment?

• Has the proposal addressed/provided for natural and artificial light in the living and working spaces and is the arrangement of fenestration and lighting fixtures in the spaces conducive to furniture placement and space usage?

• Do the proposed ceiling material, elevation, and design enhance the environment?

• Has "support item" placement been considered and addressed in the proposal to enhance the environment? For example: placement of supply/exhaust devices, placement of electrical panels, placement of exhaust fans, etc.

• Does the proposal provide for acoustic control of noise from service/support spaces to administrative areas?

• Does the proposal provide a pleasant, "themed" eating environment?

• Does the proposal include a pleasing professional environment in the cooking/serving areas?

5.2.2.3. Minimum Space and Facility Size

The proposal must include all the mandatory spaces in response to the requirements set forth in Section 01 10 00, Statement of Work. For this element, proposals will be evaluated on compliance with these requirements. Proposals shall identify any individual areas which are less than the required areas and describe how such deviation would enhance the building function. Individual areas may slightly exceed the requirements, so long as building function is not compromised elsewhere and as long as the overall square footage is not greater than that as described in Section 01 10 00, as authorized by Congress

5.3. VOLUME 1- TAB B – SUBFACTOR 2 - QUALITY OF BUILDING SYSTEMS AND MATERIALS

Preference #1. Preference #1 - Water Source Heat Pump System

Application

This preference applies to the Dining Facility

System Selection

Provide a water source heat pump system for the facility so that Ft Knox can easily convert this project to a Vertical Ground-Coupled Heat Exchange System (VGCHES) in the future. Cooling towers shall be used for the entire building cooling peak load heat rejection. Blind flanges shall be incorporated into the water source heat

pump system to allow for connection to a geothermal system. The domestic water heating systems shall be compatible to conversion to a geothermal type system.

Preference #2. Preference #2 - Geothermal system

Application

This preference applies to the Dining Facility.

System Designer

The geothermal system shall be designed by a registered professional engineer who is a certified Geoexchange designer (CGD) and is regularly engaged in the design of the type and capacity of system required for this project.

System Selection

Provide a Vertical Ground -Coupled Heat Exchange System (VGCHES) for the facility. Installation shall be performed under the supervision of a Certified Installer, as certified by the International Ground Source Heat Pump Association (IGHSPA). Borings shall be cased as required by subsurface conditions. Borings shall be no closer than 20 ft on center. Contractor shall bear all casing costs. Thermally enhanced grouts will be required if bored material (drillings) does not satisfy heat exchange requirements. Geothermal system shall be connected to any open system thru a plate and frame heat exchanger. A minimum of 75% of the building cooling peak load heat rejection shall be provided by the VGCHES. Below Ground Pipe and fittings shall be high-density polyethylene with heat-fused joints. Wellfield shall be located as indicated on the site plans and coordinated with the Barracks Contractor.

Preference #3. Preference #3 - Ft Knox Compatible Direct Digital Controls

Application

This preference applies to the Dining Facility.

System Selection

Wireless DDC system shall be "Trane Tracer".

Preference #4. Brick masonry exterior wall veneer.

Preference #5. Complete Standing seam metal roof system

5.3.1. General:ubfactor, the Government has identified certain items as desirable features or preferable items. Desirable features are identified below in the evaluation criteria. Preferable items are listed in order of priority. These items, along with any Offeror-identified betterment, will be given additional consideration during the evaluation process, provided that they are included within the contract cost limitation (CCL) identified in the Solicitation. [INSTALLATION_PREFS]

5.3.1.1. Presentation Drawings

(a) There are no specific drawings requirements for this Subfactor. However, the Offeror has the option of providing concept level drawing information for specific materials and/or systems which the Offeror feels are necessary to describe the proposed systems or materials.

5.3.1.2. Technical Approach Narratives:

Provide technical approach narratives, both qualitative and quantitative, defining the elements of the proposal. It is acceptable to include all the sub-items shown below into a single combined narrative for the entire facility. It is the responsibility of the proposer to ensure that all aspects identified in the evaluation criteria below are addressed. Whether individual narratives or a single combined narrative is provided, the maximum total length for narratives shall be ten (10) typewritten pages.

(a) Architectural Finishes: Describe how the materials selected provide for a suitable environment for the expected population of the facility. Discuss how these selections provide value to the Government and how they address the minimum requirements of the solicitation. Narrative should focus on durability and maintenance of the finishes proposed.

(b) Furniture Systems: Not Used

(c) Mechanical Systems: Describe how the mechanical systems selected provide for a highly efficient environmental control system including information about provisions for indoor air quality maintenance. Discuss how these selections provide value to the Government and how they address the minimum requirements of the solicitation. Narrative should focus on maintenance considerations, limiting energy consumption, and suitability of the proposed systems for the expected usage.

(d) Plumbing Systems: Describe how the plumbing systems selected provide for a highly efficient domestic hot water system and an efficient piping system. Discuss how these selections provide value to the Government and how they address the minimum requirements of the solicitation. Narrative should focus on maintenance considerations, energy consumption, and suitability of the proposed systems for the expected usage.

(e) Electrical Systems: Describe how the electrical power and lighting systems, telephone, data, and cable television systems selected provide for a highly efficient electrical system. Discuss how these selections provide value to the Government and how they address the minimum requirements of the solicitation. Narrative should focus on maintenance considerations, energy consumption, and suitability of the proposed systems for the expected usage.

(f) ATFP Considerations: Describe how the proposed materials, systems, and designs address the mandatory building ATFP requirements included in the Statement of Work.

(g) Site Utilities and Site Systems: Not Used

(h) Interoperability: Describe how systems integrated into the new facilities which require connection and interface with existing installation-wide systems will be accommodated in the proposed project. Narrative should address the following systems as minimum: Fire Alarm, Telephone, Cable Television, UMCS, and privatized utility companies where applicable.

(i) Solar Hot Water Heating: Include provisions to provide at least 30% of the domestic hot water requirements through solar heating methodologies, unless the results of a Life Cycle Cost Analysis (LCCA), developed utilizing the Building Life Cycle Cost Program (BLCC) demonstrates to the Government's satisfaction that the solar hot water system is not life cycle cost effective in comparison with other hot water heating systems. Discuss and outline Offeror's strategy for this solar system including components, placement of collectors, and controls Include all applicable input data, assumptions, first cost, replacement cost, and maintenance and repair cost that were utilized in the calculations. If using the LCCA to justify non-selection of solar hot water heating, make all life cycle cost comparisons to a baseline system to provide domestic hot water without solar components. Analyze at least two different solar hot water methodologies to compare against the baseline system. Use a study period of 25 years and use the Utility cost information in Appendix K.

5.3.1.3. Proposed Material Identifications: In order to evaluate and rate the quality of the materials being proposed, including any material or equipment warranties exceeding the one year warranty in the contract clause "Warranty of Construction", the Offeror shall include in the proposal material identification for major materials in each of the areas shown below. Provide this information tabular form supported, if necessary to clearly identify level of proposed quality, by catalog information (may provide on CD-ROM). . Table should include manufacturer's name, model number, length of warranty, size/capacity (where available), efficiency (where applicable), and any other notes or information selected by the Offeror. The Government will evaluate and consider materials and equipment proposed by brand name and model number as a quality standard. Unless substitution of a manufacturer, brand name or model is otherwise specifically prohibited in the contract, if the successful Offeror desires to substitute manufacturers, brand names or models after award, the substituted product must meet the contract requirements and be approved by the designer of record and the Government as equal in function, performance, quality and salient features to that initially proposed. Acceptance of the proposal is not a guaranty that the proposed products meet the contractual requirements.

(a) Architectural Finishes

- Interior Walls
- Floors
- Ceilings
- Exterior Walls
- Any Special Features
- Hardware systems (not individual hardware sets)
- Door systems/types (not individual doors)
- Window systems/types (not individual windows)
- Roofing Systems

(b) Furniture Systems: Not Used

(c) Mechanical Systems

- Central Heating/Cooling Equipment
- Pumps
- Air Handling Equipment
- HVAC System Control Equipment
- Energy Conservation Features

(d) Plumbing Systems

- Fixtures
- Domestic Hot Water Generator

(e) Electrical Systems

- Lighting Fixtures
- Main Switchgear and Panels
- Data, Telephone, Cable TV, Intercom, CCTV, or Other Special Systems as Identified in the SOW

5.3.1.4. Provide a list of quality improvements that are above the minimum stated with the performance specifications. Develop the following table, or similar, to identify quality betterments.

	Improved Quality	Concise description of improved quality	Feature is included within the C ontract Cost Limitation – YES/NO
Arch. Finishes	N/A	N/A	
Etc.			

5.3.2. Evaluation Criteria:

5.3.2.1. General: It is the Army's objective that these buildings will have a 25-year useful design life before a possible reuse/repurpose or renovation requirement, to include normal sustainment, restoration, modernization activities and a 50-year building replacement life. Within that overriding theme the Government will evaluate the Offeror selected systems and components proposed in terms of warranties provided, maintenance considerations (frequency, estimated cost, access, equipment locations), operability (ease of use, placement of control features, simplicity), durability (withstand troop usage, ease of cleaning), sustainability, and energy consumption (HVAC, lighting, power). The minimum acceptable level of quality for finishes and materials for these buildings are those materials suitable for the expected population and usage. Residential or similar grade finishes and materials are not acceptable for inclusion in these buildings, unless otherwise specifically allowed in Section 01 10 00.

5.3.2.2. The Government encourages the Offeror to place emphasis on those design features which optimize and emphasize functional/operational requirements; interior/exterior finishes and systems; and life cycle/ energy efficiency. The Offeror may choose the lowest "Type of Construction" allowed by the Building Code for this occupancy/project and put the money into durable finishes and efficient systems. The features that the Government has identified below as desirable features will be given additional consideration in the evaluation. The items that the Government identified in paragraph 5.3.1 as preferable will be also be given additional consideration during the evaluation process, provided that they are included within the contract cost limitation identified in the Solicitation. Offeror-identified betterments may also be given additional consideration during the evaluation process, provided that they are included within the contract cost limitation identified in the solicitation. The order of importance for proposed betterments for rating purposes is as follows: desirable features, preferable items and other Offeror identified betterments. Unsubstantiated claims or narrative information will not be given evaluation credit during the evaluations. The following elements (not rated separately) will be considered in the evaluation of the building systems and materials of the various facilities:

(a) Architectural Finishes, Components and Systems:

Acceptable proposals include finishes, components and systems which provide usable spaces for the intended purposes and that provide the basic function necessary. Proposals will receive additional consideration for materials, and systems offered that include extended warranties, longer life expectancies, sustainability, durability (stand up to troop usage), have low maintenance requirements, and enhance the overall life cycle cost efficiency of the facility.

Specific examples of desirable features: solid wood cabinetry; solid surface counter tops; ceramic tile; 25 year non-pro-rated, no-leak roof warranty; high efficiency windows and doors.

(b) Furniture Systems: Not Used

(c) Mechanical Components and Systems:

Acceptable proposals include components and systems that provide the basic environmental control function necessary. Proposals will receive additional consideration for components and systems offered that include extended warranties, longer life expectancies, reduce energy consumption, sustainability, maintainability (cyclical maintenance, access, equipment placement), and enhance the overall life cycle cost efficiency of the facility.

Specific examples of desirable features: sheet metal ductwork systems; high efficiency central equipment (i.e. 0.5 kW/ton chillers, variable speed pumping and air handlers, etc.)

(d) Plumbing Components and Systems:

Acceptable proposals include components and systems that provide the basic function necessary. Proposals will receive additional consideration for components and systems offered that include extended warranties, longer life expectancies, sustainability, durability (stand up to troop usage), have low maintenance requirements, and enhance the overall life cycle cost efficiency of the facility.

Specific examples of desirable features: lifetime domestic hot water storage tank warranty; high efficiency equipment; easy/local availability of replacement/repair parts; zoned/valved sub-systems to allow repair without building shutdown; shower heads on hoses.

(e) Electrical Components and Systems:

Satisfactory proposals include components and systems that provide the basic function necessary. Proposals will receive additional consideration for components and systems offered that include extended warranties, longer life expectancies, sustainability, durability (stand up to troop usage), have low maintenance requirements, and enhance the overall life cycle cost efficiency of the facility.

Specific examples of desirable features: all copper conductors; additional telephone/data/cable TV outlets .

(f) ATFP Considerations: This consideration verifies the inclusion/compliance with the building related (laminate windows, design for progressive collapse, etc.) ATFP minimum standard constraints included in the Statement of

Work. All proposals must be compliant with the ATFP requirements of the Statement of Work to be considered for award. Acceptable proposals are compliant with all ATFP requirements.

(g) Site Utilities Components and Site Systems:

Not Used

(h) Interoperability: Fire Alarm, Telephone, Cable Television, UMCS, and privatized utility systems (where applicable) must be integrated into the new facilities which require connection and interface with existing installation-wide systems must be accommodated in the proposed project.

(i) Solar Hot Water Heating: The Government will evaluate the systems and materials proposed for use in the solar domestic hot water system. Proposals that demonstrate solar hot water provisions above 30% will receive additional consideration during the evaluation, provided that it does not increase first cost beyond the contract cost limitation (CCL). No additional consideration will be given for proposals providing for more than 30% solar hot water if the proposed price exceeds the CCL. If the Offeror has provided life cycle cost analyses documenting the non-feasibility of the solar system provision, the Government will verify as reasonable and complete. Errors or inconsistencies in the calculations will be considered deficiencies during evaluations.

5.4. NOT USED

5.5. VOLUME 1 - TAB C – SUBFACTOR 3 – SUSTAINABILITY REQUIREMENTS

5.5.1. Submission Requirements:

The Offeror shall acknowledge that it understands the contract requirements for sustainable design and construction and that the final project will achieve a LEED Silver rating. The Offeror shall submit LEED NC v 2.2 Project Checklist for each non-exempt facility demonstrating how it will achieve the Silver LEED rating. One checklist may be provided for multiple identical facilities. If the Offeror proposes a higher LEED rating than silver, the proposal shall describe whether or not it involves additional costs and clearly indicate if such costs would detract from higher rated factors herein, such as functionality, quality of materials and systems, site work, etc.

5.5.2. Evaluation Criteria:

All requirements identified as mandatory in Section 01 10 00 or elsewhere in the Solicitation must be included and the proposal must meet the requirements of the LEED NC v 2.2 requirements for a Silver rating. The Government will provide additional evaluation consideration for proposals which include LEED points identified as preferred. The Government does not desire to pay more to obtain a higher LEED rating, such as Gold, if the additional cost would detract from the higher rated factors, herein.

6.0 VOLUMNE 2 - FACTOR 2 – REMAINING PERFORMANCE CAPABILITY PROPOSAL

6.1. VOLUME 2 - TAB A – SUBFACTOR 1 – PROPOSED CONTRACT DURATION AND SUMMARY SCHEDULE

6.1.1. Submission Requirements:

6.1.1.1. Proposed Contract Duration: The Offeror shall propose the contract duration in the appropriate Contract Line Item Number in the CLIN Schedule, not to exceed the maximum contract duration specified in the CLIN.

6.1.1.2. Summary Schedule: Submit a summary level schedule for integrated design and construction. Schedules or diagrams may be provided separately in a size that is easily read, but shall be bound and clearly labeled as Tab B. This summary schedule will, after contract award, be replaced with a project schedule as required by Section 01 32 01.00 10: Project Schedule. The summary schedule shall be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. Offeror may use a critical path or other method of his choice; however, schedules shall be graphically represented. The proposed project schedule shall reflect the proposed contract duration Give attention to the following features:

(a) Provide a narrative, describing the design packaging plan for separate design packages, based on the Offeror's plan for fast tracking. Describe all design and construction to be "fast-tracked" (See section 01 33 16: Design After Award). If long lead item equipment must be ordered prior to completion of a design phase, describe the requirement in the narrative and show the required ordering date in the schedule.

(b) Show the design phase, including events associated with coordinating the interim and final design submittals for each package and the proper handling of the review comments for each design package (See section 01 33 16).

(c) Show the overall construction phase for each facility, for the site work, and for utilities. Show fast track starts for design packages but it isn't necessary to show the detailed breakdown construction (e.g., by trades) of each facility, site work and utilities.

(d) Show turnover of each facility. Identify any proposed phased turnovers. The time to complete the facility and turnover to the Government must consider the requirement for the Contractor's CQC completion inspection and the subsequent joint Contractor-Government turnover inspection.

(e) Show as-built submissions (See section 01 78 02.00 10).

(f) Constraints: Offeror must demonstrate the capability and flexibility to plan and schedule the complete project to meet the proposed contract completion period. Clearly identify any constraints on the schedules presented (e.g., labor or material availability, permits, weather, etc.). Indicate the anticipated overall critical path on the schedule.

6.1.2. Evaluation Criteria:

6.1.2.1. Proposed Contract Duration: This duration will become the contractually binding completion period. The Government will evaluate the contract duration, as proposed by the Offeror in the Contract Line Item Schedule, not to exceed the maximum allowed duration of 540 days. In assessing the reasonableness of the proposed contract duration, the Government may take into account how well the proposed summary schedule supports the proposed duration, as well as use other information, such as but not limited to independent judgment concerning logic, constraints and typical construction durations. The Government will rate a proposed contract duration matching the maximum allowed contract duration as "acceptable " A proposed contract duration shorter than the maximum

allowed duration will receive additional rating consideration, provided it is realistic and deemed to be achievable. The Government will consider an unreasonably condensed contract duration, which places additional cost or schedule risk on the Government or which may create a risk of contract or performance failure, as a significant weakness or a deficiency, depending upon the evaluators' judgment. During the subsequent comparison between proposals, differences between proposed contract durations of at least three weeks (differences of 21 calendar days between proposals) will be considered an advantage to the Government, with greater differences also considered, accordingly. No advantage will be considered between proposals for differences less than 21 calendar days.

6.1.2.2. Summary Schedule: The Government will evaluate the summary schedule for integrated design and construction. The length of the schedule must match the Offeror's proposed contract duration. If it is shorter than the proposed contract duration, it offers no advantage to the Government because it is non-binding, only representing a preliminary planned schedule. A Schedule shorter than the proposed contract duration may indicate the Offeror is placing additional risk on the Government for any delays between the scheduled completion date and the required contract completion period. Both parties shall assume field overhead costs are included in the contract price for the full proposed contract duration. Therefore, the Government believes that there is no valid need to shorten the schedule less than the full proposed contract duration. The Government will evaluate the schedule to assess the strength of understanding of the project scope, restrictions which must be considered in the schedule e.g., permitting (see section 01 10 00), long lead items, etc. The Government will evaluate the strength of understanding of events associated with coordinating design submittals, reviews and incorporating review comments, the Offeror's capability to schedule the complete project within the proposed contract duration and the realism of the schedule. The Government will evaluate the design packaging plan for logic, reasonableness, how it facilitates meeting the proposed contract duration and how it facilitates the Government's ability to timely perform its design reviews. The packaging plan should minimize risk to the Contractor and to the Government for tear-out and coordination for reviews. For example, is the footing and foundation plan based on adequate design for building loads; etc.? A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones and general understanding of the various events that can affect start and completion of construction will receive additional consideration.

6.2. VOLUME 2 - TAB B– SUBFACTOR 2– KEY SUBCONTRACTORS

6.2.1. Submission Requirements:

Identify the Key Subcontractors chosen for mechanical and electrical installation for the initial task order, describing, the extent of their involvement in the project. If the project includes multiple facility types or multiple facilities, also identify any subcontractor(s) that will act as a general contractor on one or more of the facilities or facility types and describe their involvement in the project. Submit no more than five (5) Specialized Experience forms (attachment 10) for each Key Subcontractor, using the same requirements as described in the Phase 1 Specialized Experience submission requirements, including past performance ratings. The ratings may be from either the owner or the prime contractor, if the firms were subcontractors on the cited projects. The Offeror shall document unequivocal teaming arrangements with its key subcontractors. Use the Letter of Commitment (attachment 11) at the end of this section.

6.2.2. Evaluation Criteria:

6.2.2.1. This Subfactor is composed of two equal elements (not separately rated):Specialized Experience and Past Performance.

6.2.2.2. The Government will evaluate the specialized experience and past performance of the Key Subcontractors for electrical and mechanical installation, using the same criteria as in the Phase 1 evaluation, as applicable to their role on this project. After award, the section 00 73 00 Special Contract Requirement Key Personnel, Subcontractors and Outside Consultants will apply to the selection, which establishes the minimum quality standard. No substitution will be allowed without adequate reason and possible consideration to the Government.

6.3. VOLUME 2 - TAB C– SUBFACTOR 3–UTILIZATION OF SMALL BUSINESS CONCERNS

6.3.1. Submission Requirements:

6.3.1.1. All Offerors shall identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs) Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the Offeror's shall identify their own participation as a SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, or HBCU/MI, and it will be considered in evaluating the Utilization of Small Business factor. See section 00 21 00 Instructions to Offerors for the applicable goals for participation in this contract.

6.3.1.2. Provide the names of SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, or HBCU/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work.

6.3.2. Evaluation Criteria:

6.3.2.1. All Offerors (both large and small businesses) will be evaluated on the level of small business commitment that they demonstrate for the proposed acquisition.

6.3.2.2. A small business Offeror also receives credit for their small business participation as a Prime Contractor and can apply their dollar value and calculate percentages in all the applicable small business categories.

6.3.2.3. The following shall evidence small business participation:

(a) The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;

(b) The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);

(c) The complexity and variety of the work small business firms are to perform;

(d) The realism of the proposal;

(e) The extent of participation of such firms in terms of the value of the total acquisition;

(f) The extent to which the Offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof.

7.0 VOLUME 3 – PRICE AND PRO FORMA INFORMATION

7.1. GENERAL

Submit the Pro Forma information in a separate envelope labeled: "Phase 2, Volume 3 – Pro Forma Requirements."

7.2. TAB A – FACTOR 3 – PRICE (STANDARD FORM 1442 AND CONTRACT LINE ITEM SCHEDULE).

7.2.1. Submission Requirements:

7.2.1.1. Submit the properly filled out and executed SF 1442, along with the CLIN Schedule, containing proposed line item and total pricing, as well as the proposed contract duration. See instructions in section 00 21 00, "Instructions to Offerors".

7.2.1.2. Supplemental Price Breakdown. If deemed necessary to evaluate the price proposals, the Government's will request a Phase 2 price breakdown of the Contract Line items in a sealed envelope marked "Phase 2 Price Breakdown Information", in Excel format. The Government will provide details on where and how to send the breakdown. This information will not be needed sooner than three working days after the proposal submission due date. This information may be required for the initial Phase 2 proposal and, if requested, for any revised proposals. This information is not an opportunity for an Offeror to revise its non-price or price proposal.

7.2.2. Evaluation Criteria:

7.2.2.1. Price will not be rated or scored, but will be evaluated for fairness and reasonableness through the use of a price analysis. The price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items. Both parties shall presume that field overhead costs through the proposed contract duration are inclusive in the offered price for the contract.

7.2.2.2. If deemed necessary, the supplemental price breakdown information will be used to assist the Government in performing the price evaluations described above.

7.2.2.3. Award cannot be made for project cost for design and construction exceeding the cost limitation described herein.

7.3. TAB B –BID GUARANTEE

7.3.1. Submission Requirements

Submit the Bid Bond in accordance with the Instructions in Section 00 21 00, Provision 52.228-1 Bid Guarantee.

7.3.2. Evaluation requirements:

This item is not rated. The Government will review the Bid Bond for legal sufficiency. The Bond must be legally sufficient.

7.4. TAB C – REQUIRED PRE-AWARD INFORMATION

7.4.1. Submission Requirements:

7.4.1.1. Submit this information for the Contracting Officer's determination of Offeror responsibility, which includes, but is not limited to the following:

(a) A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.

(b) A certified statement listing; (1) each contract awarded within the preceding three month period exceeding $1,000,000.00 in value with a brief description of the contract; and (2) each contract awarded within the preceding three year period not already physically completed and exceeding $5,000,000.00 in value with a brief description of the contract.

(c) If the prospective contractor is a joint venture, each joint venture member will be required to submit the above defined certification.

7.4.2. Evaluation Requirements:

In addition to the other Phase 1 and Phase 2 proposal information, the Contracting Officer shall use this information in making an affirmative responsibility determination for award to the Successful Offeror, in accordance with FAR Part 9.

7.5. NOT USED

7.6. NOT USED

8.0 EVALUATION PROCEDURES

8.1. GENERAL:

The Source Selection Evaluation Board will evaluate the proposals and assign a consensus rating for each evaluation factor and subfactor, utilizing the evaluation and rating system described in section 00 22 10, except for past performance, which has its own rating scale.

8.2. DISCUSSIONS (If Necessary) –

8.2.1. During Phase 2, the Government intends to award without discussions. A "Competitive Range" is a subjective determination of the most highly rated Phase 2 proposals in the event that discussions with Offerors are required in Phase 2. In such an event, the Contracting Officer will establish a competitive range of all the most highly rated Phase 2 proposals.

8.2.2. If discussions are held, the Government may engage in a broad give and take with each Offeror in the competitive range, in accordance with FAR 15.306 (d). The Government will provide the Offeror an advance agenda for the discussions. During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it.

8.2.3. Upon conclusion of discussions, those Offerors still considered the most highly rated, will be afforded an opportunity to submit their Phase 2 proposal revisions for final evaluation and selection.

8.3. PHASE 1 PROPOSAL:

8.3.1. The Phase 1 evaluation will be considered in the event that the technical rating of one or more Offerors is equal, in determining the most highly rated non-price proposal during the selection determination.

FORMAT FOR TABLE OF FACILITIES

SECTION 00 22 20 - ATTACHMENT 8

FACILITY (1)	SOLICITATION REQUIREMENTS (2)		PROPOSAL PROVIDED (3)		DIFFERENCE (+/-) (4)		NOTES/ REMARKS (5)
	Net SF	Gross SF	Net SF	Gross SF	Net SF	Gross SF	

Notes:

(1) Facility column shall identify building, e.g. Dining Facility, TEMF, UEPH, etc. Where different designs are offered for the same overall building type, each different design shall be identified and tabulated separately.

(2) Complete these columns directly from information in the solicitation. If the solicitation is silent on net square feet for a particular facility, leave this blank.

(3) Complete these columns directly from the information in your proposal.

(4) This column represents the mathematical difference between the proposal and the solicitation requirements + differences represent areas above the solicitation requirements and – differences represent areas below the solicitation requirements. Proposers are cautioned that exceeding the statutory limitations on building size will cause a proposal to be considered non-compliant.

(5) This column is provided to allow the proposers to place additional relevant information with respect to building area.

FORMAT FOR TABLE OF SPACES

SECTION 00 22 20 - ATTACHMENT 9

FACILITY: _____

SPACE DESIGNATION (1)	SOLICITATION REQUIREMENTS MIN REQUIRED (2) SF	PROPOSAL PROVIDED (3) SF	DIFFERENCE (+/-) (4) SF	NOTES/REMARKS (5)

Notes:

(1) The proposer shall list all spaces within the identified facility in this column.

(2) The proposer shall complete this column by taking the information directly from the solicitation Statement of Work. Where a particular space does not have a specific solicitation requirement, this column may be left blank.

(3) The proposer shall complete this column directly from the information contained in the proposal.

(4) This column represents the mathematical difference between the proposal and the solicitation requirements. + differences represent areas above the solicitation requirements and – differences represent areas below the solicitation requirements.

(5) This column is provided to allow the proposers to place additional relevant information with respect to spaces provided.

(6) Where multiple facilities of the same type (e.g. Dining Facility, UEPH, etc) are included in a single contract, each facility shall be identified in a separate table.

COMPANY SPECIALIZED EXPERIENCE

KEY SUBCONTRACTOR (OR PRIME IF WORK NOT TO BE SUBCONTRACTED)

SECTION 00 22 20 - ATTACHMENT 10

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of BCT Facility Represented _____

(b) Your Firm's Name _____

(c) Name of project _____

(d) Owner _____

(e) General Scope of Construction Project

_____

_____

(f) Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed :

_____

_____

(g) Your Contract or Subcontract Amount _____

(h) Detailed Description of Your Self-Performed Work _____

_____

(i) Describe any Work You Subcontract to Others _____

_____

(j) Dates Your (sub) contract: Started _____ Completed_____

(k) Your Performance Evaluation by Owner, if any _____

By Prime: _____

(l) Were You Terminated or Assessed Liquidated Damages? _____

(If either is "Yes", attach an Explanation)

(m) Name and Company of Point of Contact (POC) for reference (If you were a subcontractor, also list the firm you were hired by): _____

(n) Current Telephone Number of Reference POC _____

LETTER OF COMMITMENT OF KEY SUBCONTRACTOR

(USE SUBCONTRACTOR'S COMPANY LETTERHEAD)

SECTION 00 22 20 - ATTACHMENT 11

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for _____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer), that (insert name of firm) will fulfill the duties of (state role on a project)

Sincerely, (Authorized Subcontractor Official)

Date: _____

SECTION 00 45 00

REV 2.1 - 01 SEP 2007

REPRESENTATIONS, CERTIFICATIONS

AND OTHER STATEMENTS OF BIDDERS/OFFERORS

The clauses below are included for reference only. They are to be entered into the RFP through the SPS system. No other clauses other than those listed in the tables below should be included in the RFP unless approved by the PEO

The following contract provisions are required to be used

PROVISION	TITLE	Inc by Reference	NOTES
52.236-28	Preparation of Proposals -- Construction	Yes	36.520 when contracting by negotiation.

The following contract provisions are to be used if applicable for your project:

PROVISION	TITLE	Inc by Reference	NOTES
52.204-3	TAXPAYER IDENTIFICATION	NO	4.905 USE WHERE CLAUSE 52.204-7 IS NOT INCLUDED & FAR PART 12 NOT APPLICABLE
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	NO	4.1202 FOR ALL EXCEPT COMMERCIAL ITEMS
52.222-23	NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION	No	22.810(b) USE WITH 52.222-26 WHERE K > $10K
52.230-7	PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE	No	30.201-3(c) IF CAS APPLIES

	CHANGES		
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	No	DFARS 209.104-70(a) > $100K
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	Yes	DFARS 225.7605 use in all solicitations
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	Yes	DFARS 227.7103-6(d), 227.7104(f)(2), or 227.7203-6(e),
252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	No	DFARS 247.573(a) > SAT

SECTION 00 72 00

REV 2.2 - 08 NOV 2008

TABLE OF CONTENTS FOR CONTRACT CLAUSES

The clauses below are included for reference only. They are to be entered into the RFP through the SPS system. No other clauses other than those listed in the tables below should be included in the RFP unless approved by the PEO

The following contract provisions are required to be used:

PROVISION	TITLE	Inc by Reference	NOTES
52.202-1	DEFINITIONS	Yes	2.201 > SAT FOR CONSTRUCTION/ A-E/ DEMOLITION-ALL
52.203-5	COVENANT AGAINST CONTINGENT FEES	Yes	3.404 > SAT EXCEPT THOSE FOR COMMERCIAL ITEMS
52.203-7	ANTI-KICKBACK PROCEDURES	Yes	3.502-2 > SAT EXCEPT THOSE FOR COMMERCIAL ITEMS
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	NO	11.404(b)
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	NO	16.603-4(b)(2) USE WITH LETTER CONTRACTS
52.216-25	CONTRACT DEFINITIZATION	NO	16.603-4(b)(3) USE WITH LETTER CONTRACTS
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Yes	23.907(b) > SAT USE IN ALL K THAT INCLUDES 52.222-13 IN SECTION 00600. USE FOR CONSTRUCTION

52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Yes	25.1103(a) > $2500
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	Yes	32.908 (b) ALL
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	No	32.111(a)(5) FP CONSTRUCTION
52.233-3	PROTEST AFTER AWARD	Yes	33.106(b) ALL
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	Yes	33.215(b) ALL
52.236-5	MATERIAL AND WORKMANSHIP	Yes	36.505 ALL
52.236-7	PERMITS AND RESPONSIBILITIES	Yes	36.507 FP CONSTRUCTION > SAT
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	Yes	44.403 ALL Ks OTHER THAN COM. ITEMS

The following contract provisions are to be used if applicable for your project:

PROVISION	TITLE	Inc by Reference	NOTES
52.203-3	GRATUITIES	Yes	3.202 > SAT EXCEPT THOSE FOR PERSONAL SVCS

52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Yes	3.503-2 > SAT EXCEPT THOSE FOR COMMERCIAL ITEMS
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Yes	3.104-9(a) > SAT
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Yes	3.104-9(b) > SAT
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Yes	3.808(b) > $100K
52.204-2	SECURITY REQUIREMENTS	Yes	4.404(a) USE WHEN CONTRACT MAY REQUIRE ACCESS TO CLASSIFIED INFORMAITON
52.204-2 ALT II	SECURITY REQUIREMENTS (AUG 1996) ALT II	Yes	4.404(c) USE WHERE KTR ID IS REQ'D
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	Yes	4.303 > SAT
52.204-7	CENTRAL CONTRACTOR REGISTRATION	Yes	4.1104 USE IN ALL EXCEPT WHERE (1) GOVT PURCH CARD IS USED FOR PURCHASING AND PAYMENT, (2) CLASSIFIED, (3)CONTINGENCY
52.204-9	PERSONAL IDENTITY VERIFICATION OF	Yes	4.1301 use when when contract performance requires contractors to have routine physical access to a Federally-controlled facility and/or routine

	CONTRACTOR PERSONNEL		access to a Federally-controlled information system.
52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA	NO	8.505 IF PEFORMANCE REQUIRES A MAJOR HELIUM REQUIREMENT
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	Yes	9.409(b) >$25K
52.211-10 ALT I	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (Apr 1984) ALTERNATE I	Yes	11.404(b) IF COMPLETION DATE IS EXPRESS AS SPECIFIC CALENDAR DATE
52.211-13	TIME EXTENSIONS	Yes	11.503(C) IF USING 52.211-12 AND IF MULTIPLE COMPLETION DATES WITH SEPARATE LIQUIDATED DAMAGES
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	Yes	11.604(b) PRIORITY RATED CONTRACTS
52.211-18	VARIATION IN ESTIMATED QUANTITY	Yes	11.703 c) IF VARIATION IN ESTIMATED QUANTITY OF UNIT PRICED ITEMS IS AUTHORIZED
52.215-2	AUDIT AND RECORDS -- NEGOTIATION	Yes	15.209(b)(1) > SAT
52.215-2 ALT III	AUDIT AND RECORDS -- NEGOTIATION (JUNE 1999)	Yes	15.209(b)(4) USE WHEN HEAD OF AGENCY HAS WAIVED EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

	ALTERNATE III		IAW 25.1001
52.215-8	Order of Precedence -- Uniform Contract Format	Yes	15.209(h) in solicitations and contracts using the format at 15.204.
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	Yes	15.408(b) SOLE SOURCE > $550K
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS	Yes	15.408(c) USE IN ALL THAT MODS MAY BE > $550K
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	Yes	15.408(d) SOLE SOURCE > $550K
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	Yes	15.408(e) USE WHEN 52.215-11 IS USED
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	Yes	15.408(g) USE WHERE COST OR PRICING DATA REQ'D OR COST DETERMINATIONS SUBJECT TO PART 31.
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	Yes	15.408(i) USE WHERE KTR DOES NOT PROPOSE FACILITIES CAPITAL COST OF MONEY IN ITS OFFER
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	Yes	15.408(j) USE WHERE COST OR PRICING DATA REQ'D OR COST DETERMINATIONS SUBJECT TO PART 31.

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	NO	15.408(k) USE WHERE COST OR PRICING DATA REQ'D OR COST DETERMINATIONS SUBJECT TO PART 31.
52.216-5	PRICE REDETERMINATION -- PROSPECTIVE	Yes	16.205-4 USE IN ACQUISITIONS OF QUANTITY PRODUCTION WHERE FFP CAN BE NEGOTIATED FOR AN INITIAL PERIOD BUT NOT SUBSEQUENT PERIODS.
52.216-16	INCENTIVE PRICE REVISION -- FIRM TARGETS	Yes	16.406(a)3 USE WITH FP INCENTIVE (FIXED TARGETS) CONTRACTS
52.216-17	INCENTIVE PRICE REVISION -- SUCCESSIVE TARGETS	Yes	16.406(b)3 USE WITH FP INCENTIVE (SUCCESSIVE TARGETS) CONTRACTS
52.216-18	ORDERING	Yes	16.506(a) IDC, DEFINATE QUANTITY, OR REQUIREMENTS
52.216-19	ORDER LIMITATIONS	Yes	16.506(b) IDC, DEFINATE QUANITITY, OR REQUIREMENTS
52.216-20	DEFINITE QUANITY	Yes	16.506(c) IF DEFINATE QUANITY
52.216-21	REQUIREMENTS	Yes	16.506(d)(1) IF A REQUIRMENTS CONTRACT
52.216-22	INDEFINITE QUANTITY	Yes	16.506(e) IDC ONLY
52.216-23	EXECUTION AND COMMENCEMENT OF WORK	NO	16.603-4(b)(1) USE WITH LETTER CONTRACTS EXCEPT WHERE AWARDED ON SF26
52.216-25 ALT I	CONTRACT DEFINITIZATION (OCT 1997) ALTERNATE I	NO	16.603-4(b)(3) USE WITH LETTER CONTRACTS WHERE AWARDING ON THE BASIS OF PRICE COMPETITION

52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	Yes	17.109(a) IF A MULTIYEAR CONTRACT
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	Yes	17.208(g) USE IN IDC'S. REQ'D TO GIVE 30 DAY NOTICE FOR OPTION PERIODS.
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	Yes	19.1308(a) USE IN TOTAL HUBZONE SET-ASIDES
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	Yes	19.1308(b) FULL & OPEN NOT < SAT
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	Yes	19.708(a) > SAT UNLESS FOR PERSONAL SVCS OR OUTSIDE USA
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	Yes	19.708(b) > $1 MILLION & WHERE 52.219-8 EXCEPT WITH SET-ASIDES
52.219-9 ALT II	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) ALT II	Yes	19.708(b)(2) USE IF 52.219-9 USED
52.219-14	LIMITATIONS ON SUBCONTRACTING	Yes	19.508(e) > SAT AND SET-ASIDE OR 19.811-3(e). INCLUDE IN UNRESTRICTED SOLICITATIONS ALSO. APPLICABLE ON AN RESTRICTED AWARD WHEN A PRICE PREFERENCE IS CLAIMED (CURRENTLY SUSPENDED FOR RFP'S ISSUED THROUGH 9 MAR 2007)

52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN	Yes	19.708(b)(2) USE IF 52.219-9 USED
52.219-17	SECTION 8(a) AWARD	No	19.811-3(c) - 8(a) COMPETITIVE OR SOLE SOURCE
52.219-18	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS - (USE BOTH FAR & DFARS CLAUSES IN AN 8(A) SET ASIDE.)	No	19.811-3(d) - 8(a) COMPETITIVE
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	Yes	19.1104 - CHECK NAICS CODE, DO NOT USE WITH SET-ASIDES
52.219-23 ALT II	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005) ALTERNATE II	Yes	19.1104 - USE WHEN A REGIONAL PRICE EVALUATION ADJUSTMENT IS AUTHORIZED
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	Yes	19.1204(b) IF CONSIDERING PARTICIPATION OF SDB
52.219-27	NOTICE OF TOTAL SERVICE DISABLED VETERAN OWNED SMALL BUSINESS SET ASIDE	Yes	19.1407-USE IF DOING A SET-ASIDE OR SOLE-SOURCE TO A SDVOSB
52.222-10	COMPLIANCE WITH COPELAND	Yes	22.407 (a) > $2000

	ACT REQUIREMENT		
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	Yes	22.407 (a) > $2000
52.222-12	CONTRACT TERMINATION -- DEBARMENT	Yes	22.407 (a) > $2000 (CONSTRUCTION)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	Yes	22.407 (a) > $2000 (CONSTRUCTION)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	Yes	22.407 (a) > $2000 (CONSTRUCTION)
52.222-15	CERTIFICATION OF ELIGIBILITY	Yes	22.407 (a) > $2000 (CONSTRUCTION)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Yes	22.810(a)(1) USE WITH 52.222-26
52.222-26	EQUAL OPPORTUNITY	Yes	22.810(e) USE IN ALL UNLESS K IS EXEMPT FROM EO11240
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	Yes	22.810(f) USE W/ 52.222-26
52.222-3	CONVICT LABOR	Yes	22.202 > SAT
52.222-30	DAVIS	Yes	22.407(e) USE WITH OPTIONS TO EXTEND TERM OF K, & PRICE

	BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)		ADJUSTMENT METHOD BEING USED IS AT 22.404-12(c) (1) or (2)
52.222-31	DAVIS BACON ACT--PRICE ADJUSTMENT (PERCENTAGE METHOD)	Yes	22.407(f) USE WITH OPTIONS TO EXTEND TERM OF K, & PRICE ADJUSTMENT METHOD BEING USED IS AT 22.404-12(c)(3)
52.222-32	DAVIS BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)	Yes	22.407(g) USE WITH OPTIONS TO EXTEND TERM OF K, & PRICE ADJUSTMENT METHOD BEING USED IS AT 22.404-12(c) (4)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETRANS OF THE VIETMNAM ERA, AND OTHER ELGIBLE VETRANS	Yes	22.1310(a)(1) > $25K EXCEPT OUTSIDE USA
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Yes	22.1408(a) > $10 K EXCEPT WHEN OUTSIDE USA
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETRANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETRANS	Yes	22.1308(b) USE W/52.222-35 > $10K EXCEPT OUTSIDE USA

52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNIION DUES OR FEES	No	22.1605 ALL > SAT EXCEPT THOSE COVERED BY AN EXEMPTION GRANTED BY THE SECRETARY OF LABOR
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION	Yes	22.305 IF LABORERS OR MECHANICS
52.222-6	DAVIS-BACON ACT	Yes	22.407 (a) > $2000
52.222-7	WITHHOLDING OF FUNDS	Yes	22.407 (a) > $2000
52.222-8	PAYROLLS AND BASIC RECORDS	Yes	22.407 (a) > $2000
52.222-9	APPRENTICES AND TRAINEES	Yes	22.407 (a) > $2000
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	No	23.303 IF REQUIRES DELIVERY OF HAZARDOUS MATERIAL
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	Yes	23.1005 USE IF PERFORMED ON A FEDERAL FACILITY
52.223-6	DRUG FREE WORKPLACE	Yes	23.505 > SAT UNLESS AWARDED TO INDIVIDUAL
52.225-11	BUY AMERICAN ACT -- CONSTRUCTION MATERIALS	No	25.1102 (C)(1) CONSTRUCTION > $6.8 M

	UNDER TRADE AGREEMENTS		
52.225-11 ALT I	BUY AMERICAN ACT -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005), ALT I	No	25.1102 (C)(3) K BETWEEN $6.806,000 & $7,068,419
52.225-9	BUY AMERICAN ACT-- CONSTRUCTION MATERIALS	No	25.1102(a) CONSTRUCTION LESS THAN $6.8 MILLION
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	Yes	26.104 WHERE SUBCT POSSIBILITIES EXIST AND FUNDS ARE AVAILABLE
52.227-1	AUTHORIZATION AND CONSENT	Yes	27.201(a) ALL
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	Yes	27.202-2 >SAT
52.227-4	PATENT INDEMNITY-- CONSTRUCTION CONTRACTS	Yes	27.203-5 USE, EXCEPT IF USING 52.227-1 ALT I
52.228-2	ADDITIONAL BOND SECURITY	Yes	28.106-4 USE IF PERFORMANCE /PAYMENT BONDS REQUIRED ALL
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	Yes	28.310 USE IF WORK ON GOVERNMENT INSTALLATION

52.228-11	PLEDGES OF ASSETS	No	28.203-6 USE IF PERFORMANCE OR PAYMENT BONDS REQ'D
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	Yes	28.106-4(b) USE IF PERFORMANCE AND PAYMENT BONDS REQ'D
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS	No	28.102-3(b) IF BETWEEN $25K-$100K
52.228-14	IRREVOCABLE LETTER OF CREDIT	No	28.404-4 USE IF PERFORMANCE OR PAYMENT BONDS REQ'D
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	Yes	28.102-3(a)(6) USE IF >$100K AND PERFORMANCE AND PAYMENT BONDS REQ'D
52.229-2	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX	No	29.104-2 IF PERFORMED IN NC
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Yes	29.401-3 IF FP AND >SIMPLIFIED ACQ THRESHOLD
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (ADJUSTMENTS)	Yes	29.401-3(b) IF SOLE-SOURCE & INCLUDES INAPPROPRIATE CONTINGENCY
52.230-2	COST ACCOUNTING STANDARDS	Yes	30.201-4(a) USE UNLESS EXEMPT FROM CAS OR USING MODIFIED CAS

52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	Yes	30.201-4(b)(1) IF BETWEEN $500K-$50M & OFFEROR ELIGIBLE FOR MODIFIED CAS
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Yes	30.201-4(d)(1) IF ANY CLAUSE AT 30.201-4 (a)(b) or (e) APPLIES
52.232-12	ADVANCE PAYMENTS	No	32.412(a) IF ALLOWING ADVANCE PAYMENTS
52.232-16	PROGRESS PAYMENTS	No	32.502-4(a) IF PROVIDING PROGRESS PAYMENTS BASED ON COST
52.232-16 ALT I	PROGRESS PAYMENTS ALT 1	No	32.502-4(b) IF KTR IS SMALL BUSINESS AND USING PROGRESS PAYMENTS
52.232-16 ALT III	PROGRESS PAYMENTS ALT III	No	32.502-4(d) IF USING PROGRESS PAYMENTS, IDIQ, BOA, & KTR IS NOT SMALL BUSINESS
52.232-17	INTEREST	Yes	32.617(a) & (b) ALL > $100K
52.232-18	AVAILABILITY OF FUNDS	Yes	32.705-1(a); USE IF THE K WILL BE CHARGEABLE TO NEW FY FUNDS & CT ACTION IS TO BE INITIATED BEFORE FUNDS ARE AVAILABLE (USE IF SAF)
52.232-23	ASSIGNMENT OF CLAIMS	Yes	32.806(a)(1) > MICRO-PURCHASE THRESHOLD UNLESS THE K PROHIBITS THE ASSIGNMENT OF CLAIMS
52.232-23 ALT I	ASSIGNMENT OF CLAIMS (JAN 1986), ALT I	Yes	32.806(a)(1) & 232.806(a)(2) - USE UNLESS ASSIGNMENT OF CLAIMS IS PROHIBITED

52.232-32	PERFORMANCE BASED PAYMENTS	Yes	32.1005 IF USING PERFORMANCE BASED PAYMENTS
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION	Yes	32.1110(a)(1) IF CCR USED AS DATABASE
52.233-1	DISPUTES	Yes	32.215 USE IN ALL UNLESS 33.203(b) APPLIES (FOREIGN ACQS)
52.233-1 ALT I	DISPUTES ALT I	Yes	33.215 IF CONTINUED PERFORMANCE IS NECESSARY
52.236-1	PERFORMANCE OF WORK BY CONTRACTOR	No	36.501(b) IF FP CONSTRUCTION, > $1M. STATE THAT THE CONTRACTOR SHALL SELF-PERFORM AT LEAST 12% OF THE WORK.
52.236-2	DIFFERING SITE CONDITIONS	Yes	36.502 FP CONSTRUCTION > SAT
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	Yes	36.503 FP CONSTRUCTION > SAT
52.236-4	PHYSICAL DATA	No	36.504 IF FP CONSTRUCTION & PHYSICAL DATA WILL BE PROVIDED
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	Yes	36.506 FP CONSTRUCTION > SAT
52.236-8	OTHER CONTRACTS	Yes	36.508 FP CONSTRUCTION OR DEMOLITION > SAT

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	Yes	36.509 FP CONSTRUCTION > SAT
52.236-10	OPERATIONS AND STORAGE AREAS	Yes	36.510 FP CONSTRUCTION > SAT
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	Yes	36.511 FP CONSTRUCTION > SAT
52.236-12	CLEANING UP	Yes	36.512 FP CONSTRUCTION > SAT
52.236-13	ACCIDENT PREVENTION	Yes	36.513 FP CONSTRUCTION > SAT
52.236-13 ALT I	ACCIDENT PREVENTION (NOV 1991), ALT I	Yes	36.513 FP CONSTRUCTION, IF LONG DURATION OR HAZARDOUS > SAT
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	Yes	36.514 FP CONSTRUCTION & FURNISHING UTILITIES IS IN GOVT'S BEST INTEREST
52.236-17	LAYOUT OF WORK	Yes	36.517 FP CONSTRUCTION > SAT, NEED ACCURATE WORK LAYOUT
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	Yes	36.521 FP CONSTRUCTION > SAT

52.236-21ALT I	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALT I	Yes	36.521 FP CONSTRUCTION > SAT, IF REPRODUCIBLE SHOP DRAWINGS ARE NEEDED
52.236-21ALT II	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALT II	Yes	36.521 FP CONSTRUCTION > SAT, IF REPRODUCIBLE SHOP DRAWINGS ARE NOT NEEDED
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS	Yes	36.609-4 USE IFOR ALL DESIGN-BUILD CONTRACTS
52.236-26	PRECONSTRUCTION CONFERENCE	Yes	36.522 USE IF NEED A PRECONSTRUCTION CONFERENCE
52.242-13	BANKRUPTCY	Yes	42.903 > SAT
52.242-14	SUSPENSION OF WORK	Yes	42.1305(a) FP CONSTRUCTION
52.243-4	CHANGES	Yes	43.205(d) > SAT
52.244-5	COMPETITION IN SUBCONTRACTING	Yes	44.204(c) USE IF CAN NOT AWARD ON BASIS OF ADEQUATE PRICE COMPETITION
52.245-1	PROPERTY RECORDS	Yes	45.106(a) IF HAVE GFP
52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	Yes	45.106(b)(1) IF GFP IS >$100K AND INSTALLED BY KTR
52.246-12	INSPECTION OF CONSTRUCTION	Yes	46.312 IF >SAT

52.246-21	WARRANTY OF CONSTRUCTION	Yes	46.710 (e)(1) ALL FP CONSTRUCTION
52.248-3	VALUE ENGINEERING-CONSTRUCTION	Yes	48.202 IF > SAT
52.249-2 ALT I	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004) ALT I	Yes	49.502(b)(1)(ii) IF > $100K
52.252-2	CLAUSES INCORPORATED BY REFERENCE	No	52.107(b) - ALL
52.253-1	COMPUTER GENERATED FORMS	Yes	53.111 IF DATA IS TO BE SUBMITTED ON FEDERAL FORMS
252-201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	No	201.602-70 WHEN COR IS NEEDED
252-203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	No	203.570-3 > SAT
252-203-7002	DISPLAY OF DOD HOTLINE POSTER	No	203.7002 > $5 MILLION ONLY
252-204-7000	DISCLOSURE OF INFORMATION	No	DFARS 204.404-70 WHEN THE CONTRACTOR WILL HAVE ACCESS TO OR GENERATE UNCLASSIFIED INFO THAT MAY BE SENSITIVE & INAPPROPRIATE FOR RELEASE TO THE PUBLIC

252-204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	No	DFARS 204.404-70(b) ALL
252-204-7004 ALT A	ALTERNATE A (REQUIRED CENTRAL CONTRACTOR REGISTRATION REVISED BY DFARS CHANGE NOTICE 20031114)	No	DFARS 204.404-70(b) ALL
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	No	DFARS 205.470-2 > $1,000,000
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	No	DFARS 209.409 > SAT
252.215-7000	PRICING ADJUSTMENTS	No	DFARS 215.408-8(1) USE WITH 52.215-11, 12, 13
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN OWNED SMALL BUSINESS SUBCONTRACTING PLAN	No	DFARS 219-708 IF UNDER TEST PROGRAM USED IF 52.219-9 IS USED NA/SB
252.219-7009	SECTION 8(a) DIRECT AWARD	No	DFARS 219.811-3(1) IF 8(a) AWARD USE IAW MOU IN DFARS 219.800
252.219-7010 ALT A	NOTIFICATION OF COMPETITION LIMITED TO	No	AS PRESCRIBED USE IN 8(a) SET-ASIDES WITH CLAUSE 52.219-

	ELIGIBLE 8(a) CONCERNS (USE BOTH FAR AND DFARS CLAUSES MUST BE USED IN AN 8(A) SET-ASIDE.)		18 AT DFARS 52.219-7010 ALT A
252.223-7001	HAZARD WARNING LABELS	No	DFARS 223.303 WHICH REQUIRE SUBMISSION OF HAZARDOUS MATERIAL DATA SHEETS
252.223-7004	DRUG-FREE WORK FORCE	No	DFARS 223-570-4 IF CLASSIFIED INFORMATION USED
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	No	DFARS 223-7103 PERFORMANCE ON DOD INSTALLATION
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	No	DFARS 225.7012 ALL
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	No	DFARS 226.103 IF THERE ARE SUBCONTRACTING OPPORTUNITIES FOR INDIAN OWNED ENTERPRISES PIL 2002-11 DTD 5/15/02
252.227-7022	GOVERNMENT RIGHTS (UNLIMITED)	No	DFARS 227.7107-1(a) CONSTRUCTION WITH A/E USE FOR DESIGN-BUILD
252.227-7023	DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF THE	No	DFARS 227.7107-1(b) CONSTRUCTION WITH A/E - USE FOR DESIGN-BUILD WHEN GOVERNMENT TO OWN EXCLUSIVE

	GOVERNMENT		RIGHTS TO A UNIQUE DESIGN, IN LIEU OF 252.227-7022
252.227-7033	RIGHTS IN SHOP DRAWINGS	No	DFARS 227.7107-1(d) IF SHOP DRAWINGS PART OF DELIVERABLE
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	No	DFARS 231.100-70 USE IN ALL SOLICITATION & CONTRACTS SUBJECT TO FAR SUBPARTS 31.1, 31.2, 31.6, & 31.7
252.232-7010	LEVIES ON CONTRACT PAYMENT	No	DFARS 232.7102 All Solicitations & Contracts
252.236-7000	MODIFICATION PROPOSALS--PRICE BREAKDOWN	No	DFARS 236.570(a) FFP CONSTRUCTION
252.236-7005	AIRFIELD SAFETY PRECAUTIONS	No	DFARS 236.570(b)(3) WHEN CONST WILL BE PERFORMED ON OR NEAR AIRFIELDS
252.236-7007	ADDITIVE OR DEDUCTIVE ITEMS	No	DFARS 252.236-7007(b)(5) if the procedures in 236.213-70
252.236-7008	CONTRACT PRICES--BIDDING SCHEDULES	No	DFARS 252.570(b)(6) if the procedures in 236.213-70 are being used.
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	No	DFARS 243.205-71 FP
252.243-7002	REQUESTS FOR EQUITABLE	No	DFARS 243.205-72 > SAT

	ADJUSTMENT		
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	No	DFARS 244.403 SUPPLIES OR SVCS OTHER THAN COMMERCIAL AND 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS, ALT I
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	No	DFARS 245.505-14 USE IF GFP IS BEING FURNISHED
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	No	DFARS 247.573 (b)(1) > SAT
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	No	DFARS 247.573 (c) ALL

The following contract provisions are optional:

PROVISION	TITLE	Inc by Reference	NOTES
52.211-12	LIQUIDATED DAMAGES -- CONSTRUCTION	NO	11.503 (b) WHEN LIQUIDATED DAMAGES ARE APPROPRIATE
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA --MODIFICATIONS	Yes	15.408(m) USE IN MODS WHERE COST OR PRICING DATA OR INFO OTHER THAN COPD WILL BE REQ'D
52.215-21 ALT I	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION	Yes	15.408(m) USE WITH 15.215-21 WHERE FORMAT OTHER THAN

	OTHER THAN COST OR PRICING DATA --MODIFICATIONS (OCT 1997) ALTERNATE I		TABLE 15-2 IS REQUIRED
52.215-21 ALT II	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA --MODIFICATIONS (OCT 1997) ALTERNATE II	Yes	15.408(m) USE WITH 15.215-21 WHERE PROPOSALS COPIES ARE TO BE SENT TO THE ACO AND CONTRACT AUDITOR
52.215-21 ALT III	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA --MODIFICATIONS (OCT 1997) ALTERNATE III	Yes	15.408(m) USE WITH 15.215-21 WHERE ELECTRONIC SUBMISSION IS REQUIRED
52.215-21 ALT IV	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA --MODIFICATIONS (OCT 1997) ALTERNATE IV	Yes	15.408(m) USE WHERE INFO OTHER THAN COST OR PRICING DATA IS REQ'D
52.219-10	INCENTIVE SUBCONTRACTING PROGRAM	Yes	19.708(c(1) USE WHERE SUBCONTRACTING PLAN IS REQUIRED & MONITARTY INCENTIVE
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS	Yes	19.1204(a) IF CONSIDERING PARTICIPATION OF SDB
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	Yes	36.515 FP CONSTRUCTION > SAT > 60 DAYS

SECTION 00 73 00 (ID/IQ)

REV 1.5 - 31 JUL 2009

SPECIAL CONTRACT REQUIREMENTS

1.0 GENERAL

1.1 REFERENCES – NOT USED

1.2 DESIGN/BUILD CONTRACT – ORDER OF PRECEDENCE (AUG 97)

1.3 PROPOSED BETTERMENTS (AUG 97)

1.4 SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06/UPDATED JUL 09)

1.5 PARTNERING (AUG 97)

1.6 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 06)

1.7 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)

1.8 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)

1.9 CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)

1.10 VALUE ENGINEERING AFTER AWARD (JUN 99)

1.11 DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

1.12 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)

1.13 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)

1.14 GOVERNMENT RE-USE OF DESIGN (SEP 05)

1.15 ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (JULY 05)

1.16 US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 06)

1.17 SUPPLEMENTAL PRICE BREAKDOWN INFORMATION

1.18 SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS(APR 08)

1.19 COORDINATION WITH OTHER CONTRACTORS

1.20 CONTRACTOR PERFORMANCE EVALUATION

1.21 NOTICE TO PROCEED

1.22 BONDING REQUIREMENTS

1.23 SCHEDULES, PLANS, AND SUBMITTALS REQUIRED BY THE TECHNICAL SPECIFICATIONS

1.24 INDEFINITE-DELIVERY CONTRACTS

1.25 TASK ORDER CONTRACT AND DELIVERY ORDER CONTRACT OMBUDSMAN

2.0 PRODUCTS NOT USED

3.0 EXECUTION NOT USED

1.0 GENERAL

1.1. REFERENCES - NOT USED

1.2. DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

(2) The provisions of the solicitations. (See also contract Clause: 52.236- 21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are “deliverables” under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

1.3. PROPOSED BETTERMENTS (AUG 97)

(a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

(b) “Betterment” is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all betterments identified in the proposal and/or all Government identified betterments.

1.4. SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06/UPDATED JUL 09)

(a) The following describes the applicable clause or requirement for self-performance of work by the Contractor, depending upon the type of solicitation (e.g., unrestricted or full or partial set-aside) and/or whether or not a price evaluation preference was provided for in the source selection evaluation.

(b) Contract clause 52.236-1, PERFORMANCE OF WORK BY THE CONTRACTOR, is applicable to unrestricted procurement contract awards to any business except as explained in paragraphs c. and e., below.

(c) In lieu of the above clause, contract clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS is applicable for award to a HUBZone small business concern on an unrestricted solicitation when the awardee is a HUBZone small business concern or joint venture and claimed a price evaluation preference in accordance with the clause. For purposes of this clause, “cost of the contract” includes all direct and indirect costs, excluding profit or fees. “Cost of contract performance incurred for personnel” means direct labor costs and any overhead which has only direct labor as its base, plus the concern’s general and administrative overhead rate multiplied

by the labor cost.

(d) Contract clause 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE is applicable to awards made under a partial or total HubZone set-aside. For purposes of this clause, “cost of the contract” includes all direct and indirect costs, excluding profit or fees. “Cost of contract performance incurred for personnel” means direct labor costs and any overhead which has only direct labor as its base, plus the concern’s general and administrative overhead rate multiplied by the labor cost.

(e) Contract Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING, is the applicable requirement for awards to small business concerns for solicitations that were fully or partially set-aside for Small Business, 8(a), or award to a small disadvantaged business (SDB) concern on an unrestricted procurement where an SDB concern has claimed a price evaluation preference (but see next paragraph for suspension of the SDB price preference).

(f) The Director of Defense Procurement and Acquisition Policy has suspended the use of the price evaluation adjustment for SDBs in DoD procurements (FAR Clause 52.219-23), as required by 10 U.S.C. 2323(e)(3), because DoD exceeded its 5 percent goal for contract awards to SDBs in fiscal year 2008. The suspension will be in effect for 1 year and will be reevaluated based on the level of DoD contract awards to SDBs achieved in fiscal year 2008. This suspension applies to all solicitations issued during the period from March 13, 2009, to March 12, 2010. Said FAR Clause is not included in or made a part of this RFP. FAR Clause 52.219-4, relating to a 10% price evaluation preference for HUB ZONE small business concerns, is included in and made a part of this RFP. PLEASE NOTE HOWEVER, that paragraph (b) (3) of the FAR Clause 52.219-4, is inapplicable also due to the referenced suspension of FAR Clause 52.219-23.

1.5. PARTNERING (AUG 97)

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, [not supplied], the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

1.6. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor’s accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

1.7. RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and

other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contact shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

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

(e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

1.8. WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)

(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN.

(b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.

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

1.9. CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade

subcontractors in the above activities.

1.10. VALUE ENGINEERING AFTER AWARD (JUNE 99)

(a) In reference to Contract Clause 52.248-3, VALUE ENGINEERING - CONSTRUCTION, the Government may refuse to entertain a “Value Engineering Change Proposal” (VECP) for those “performance oriented” aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those “prescriptive” aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term “performance oriented” refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term “prescriptive” refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

1.11. DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

(a) The Contractor shall obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c) Any revision to the design, which deviates from the contract requirements (i.e., the Request for Proposals and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

1.12. GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)

This is to clarify that contract clause 252.236-7001, CONTRACT DRAWINGS AND SPECIFICATIONS, refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

1.13. GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)

This is to clarify that contract clause 252.236-21, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term "specifications" refers to the design criteria or scope of work, in addition to any attached specifications.

1.14. GOVERNMENT RE-USE OF DESIGN (MAY 06)

In conjunction with the Clause 252.227-7022, GOVERNMENT RIGHTS UNLIMITED, the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and as-built documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

1.15. ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)

(a) As an incentive for maintaining satisfactory progress, The Government offers to make an interim monthly progress payment for satisfactory design and construction work in compliance with the contract, while construction operations are underway, up to turnover of the facilities to the Government. This is a second monthly progress payment, in between the regular monthly progress payment that is described in Contract Clause 52.232-5, PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.

(b) As a condition for the additional progress payment, the Contractor must maintain progress within 2% of scheduled progress and within 7 calendar days of the scheduled progress along the critical path(s) at the time of submission.

(c) All requirements of the contract clauses PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS and 52.232-25, PROMPT PAYMENT, will apply to the interim progress payment. In lieu of submitting an updated progress schedule to substantiate the amounts included in the interim progress payment, the Contracting Officer will determine what documentation is required to support an interim payment, including the required Prompt Payment Certification. For the next regular monthly progress payment following an interim payment, the Contractor shall reconcile the interim progress payment against actual progress.

1.16. US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 08)

In accordance with Contract Clause 52.236-13, ACCIDENT PREVENTION, the Contractor shall comply with the latest version of Engineer Manual 385-1-1, including any interim revisions, in effect at the time of the solicitation. For task orders, the effective date of the Engineer Manual and any interim revisions will be the date of the request for task order proposal. EM 385-1-1 and its changes are available at http://www.hq.usace.army.mil/hqhome/ . At the HQ homepage, select HQ Offices, scroll to Safety & Occ. Health; at the Safety and Occupational Health Home page, select EM 385-1-1, then most recent dated edition & changes, English Version (controlling with changes), then Changes to EM 385-1-1.

1.17. SUPPLEMENTAL PRICE BREAKDOWN INFORMATION:

After contract award, the Government will require the Contractor to provide a cost breakdown of each facility by square foot, including major building systems to the five-foot line, for programming validation purposes. There will be no separate payment for this information and the Contractor shall include it in the contract price. The Government will provide a format with the directive.

1.18. SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS (APR 08)

(a) The Contractor shall employ a competent person at each project to function as the Site Safety and Health Officer (SSHO) in accordance with EM 385-1-1, Section 01.A.17. Unless otherwise specified in a specific Task Order, based on project size and complexity, the SSHO will have at least the minimum qualifications listed below. Submit the qualifications of the proposed SSHO for Government Approval.

(b) The following is applicable for Task Orders with three or less major structures of the same type construction being built simultaneously and those structures having 3 stories or less, mid-size maintenance or storage facilities, paving and/or landscaping, and other projects with similar moderate construction hazards:

(1) The SSHO may be a collateral duty responsibility. The SSHO shall have, as a minimum:

(i) 3 years safety work on similar type construction, and

(ii) The 30-hour OSHA construction safety class or equivalent within last 3 years and

(iii) Competent person training as required based on applicability (Scaffolds, Cranes, Fall Protection, Confined space, or others).

(c) The following requirements apply to Task Orders for projects with buildings taller than 3 stories, more than one facility type, more than three major structures being constructed simultaneously, large maintenance or complex industrial facilities, or other projects with similar substantial construction hazards, in lieu of the above qualifications:

(1) The SSHO duties will be the employee's sole, full-time responsibility. The SSHO shall have, as a minimum:

(i). 5 years safety work on similar type construction, and

(ii) The 30-hour OSHA construction safety class or equivalent within the last 5 years, and

(iii) An average of at least 24 hours of formal safety training each year for the past 3 years, and

(iv) Competent person training as required based on applicability (Scaffolds, Cranes, Fall Protection, Confined space, or others).

(d) The following additional requirements apply to Task Orders for projects involving the handling, treatment, removal and/or disposal of asbestos, lead, or Hazardous Materials/Waste:

(1) In the event this project involves hazardous, toxic or radioactive waste (HTRW) operations, additional site safety personnel qualifications and training are found in EM 385-1-1, 28.A.02 b.(3). In the event this project involves the handling, treatment, removal and/or disposal of asbestos, personnel qualifications and training shall be consistent with those specified

in UFGS SECTION 02 82 14.00 10 titled ASBESTOS HAZARD CONTROL ACTIVITIES. In the event this project involves the abatement of lead based paint hazards, personnel qualifications and training shall be consistent with those specified in UFGS SECTION 01 83 13 LEAD IN CONSTRUCTION, and/or UFGS 01 83 19 for TARGET HOUSING AND CHILD OCCUPIED FACILITIES, depending on site applicability.

1.19. COORDINATION WITH OTHER CONTRACTORS

Task orders may be executed on sites with multiple contractors. Minimize interference and inconvenience through cooperation with other authorized contractors. See Contract Clause 52.236-8, Other Contracts.

1.20. CONTRACTOR PERFORMANCE EVALUATION

In accordance with the provisions of Subpart 36.201 (Evaluation of Contractor Performance) of the Federal Acquisition Regulation (FAR), construction contractor's performance shall be evaluated throughout the performance of the contract. The United States Army Corps of Engineers (USACE) follows the procedures outlined in Engineering Regulation 415-1-17 to fulfill this FAR requirement. For construction contracts and task orders awarded at or above $100,000.00, the USACE will evaluate contractor's performance and prepare a performance report using the Construction Contractor Appraisal Support System (CCASS), which is now a web-based system. After an evaluation (interim or final) is written up by the USACE, the contractor will have the ability to access, review and comment on the evaluation for a period of 30 days. Accessing and using CCASS requires specific software, called PKI certification, which is installed on the user's computer. The certification is a Department of Defense requirement and was implemented to provide security in electronic transactions. The certification software could cost approximately $110 - $125 per certificate per year and is purchased from an External Certificate Authorities (ECA) vendor. Current information about the PKI certification process and for contacting vendors can be found on the web site: http://www.cpars.csd.disa.mil/. If the Contractor wishes to participate in the performance evaluation process, access to CCASS and PKI certification is the sole responsibility of the Contractor.

1.21. NOTICE TO PROCEED

Proof of insurance must be provided within 10 calendar days of contract award. Performance and payment bonds must be provided within 10 calendar days of the contractor's receipt of the Task Order. A Notice to Proceed for each Task Order will not be issued until the Government is in receipt of proof of insurance and acceptable performance and payment bonds.

1.22. BONDING REQUIREMENTS

Performance and payment bonds will be provided on a task-order basis, except that if a task order is not issued concurrently with the contract award or the exercise of an option period, the Contractor will be required to provide a performance and a payment bond each in the amount of 100% of the minimum guaranteed amount ($) for the base period. When the next subsequent task order is issued, the contractor will be required to either increase the penal amounts of the existing bonds or obtain additional or new bonds such that the penal amounts of the performance and payment bonds each equal 100% of the task order price. Full bonding is required for the minimum guaranteed amount and for each task order, even those not exceeding $100,000.

1.23. SCHEDULES, PLANS, AND SUBMITTALS REQUIRED BY THE TECHNICAL SPECIFICATIONS

The Contractor will be required to provide the schedule, plans, and submittals required by the Technical Specifications on a Task Order basis, unless otherwise directed by the Contracting Officer.

1.24. INDEFINITE-DELIVERY CONTRACTS

(a) This contract is an indefinite-delivery indefinite-quantity (IDIQ) contract. All work shall be performed through issuance of task orders. The Contractor shall perform no work under this contract unless a written task order, signed by the Contracting Officer, has been issued by the Government. The Contractor shall complete all work described in the scope of work for each task order within the performance period of each task order. A Corps of Engineers, Norfolk District Contracting Officer is the only person authorized to issue task orders against this contract, unless otherwise authorized by the Contracting Officer. Task Orders may be issued via FACSIMILE, with hard copy of the task order to follow. The effective date of the task order, if FACSIMILE is used, is the date the Government receives verbal or written confirmation of receipt from the Contractor.

(b) Fixed price task orders will be negotiated based on the projected level of effort required to complete the work. The pricing provided with the Sample Task Order will be used in aiding a fair and reasonable price determination. After acceptance of the fixed price task order by the Contractor, the contract price will only be adjusted to reflect changes in scope or conditions governed by other clauses (differing site conditions, etc.).

(c) The basic contract period has a guaranteed minimum [to be determined]. The Contractor shall be paid the guaranteed minimum only if work equal to or exceeding the guaranteed minimum is not ordered in the based year of the contract. Funds other than the stated guaranteed minimum shall be obligated by issuance of individual task orders and not by this contract. The appropriate military/civil fund availability evidence shall be cited on each task order issued under the contract. The total estimated amount for the basic contract period and option periods is as stated in the Pricing Schedule, Section 00 11 00.

(d) In the event of any inconsistency between the contract and any task order, the terms and conditions of the contract shall control.

1.25. TASK ORDER CONTRACT AND DELIVERY ORDER CONTRACT OMBUDSMAN

The USACE Ombudsman is assigned to the USACE Office of the PARC, at the following address:

Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (USACE Ombudsman), 441 G Street, N.W., Washington, D.C. 20314-1000.

2.0 PRODUCTS NOT USED

3.0 EXECUTION NOT USED

SECTION 01 11 00

ID/IQ SUMMARY OF WORK

1.0 GENERAL

1.1 BASIC IDIQ CONTRACT

1.2 GENERAL SCOPE OF WORK FOR TASK ORDERS

2.0 CONTRACT OBJECTIVES

3.0 STANDARD DESIGN

ATTACHMENT A – TECHNICAL PERFORMANCE REQUIRMENTS FOR:

DINING FACILITY TECHNICAL PERFORMANCE REQUIRMENTS

1.0 GENERAL

1.1. BASIC IDIQ CONTRACT

This is a single award Base Indefinite Delivery/Indefinite Quantity ID/IQ Contract for Design and Construction of [not supplied] in the . Individual projects under this contract will be awarded by task order.

1.2. GENERAL SCOPE OF WORK FOR TASK ORDERS

Task Orders will consist of design and construction of the DINING FACILITY facility project at a particular location. Each task order project could be a variation of the standard design depending on the installation and organization it supports. In addition, task orders could be awarded to include parking/hardstand and other site work relating to the facility. Typical work for the DINING FACILITY facility may include but is not limited to 1) planning, design, estimating, and construction 2) site planning and site verification 3) site engineering to include subsurface investigations, laboratory analysis, and final geotechnical report 4) pavement design 5) coordinate with utility providers [and Land Development Engineer][, and other onsite contractors 6) acquiring all local, state and federal permits 7) architectural and interior design to include building exterior and interior, signage, and comprehensive furniture package 8) design of telecommunications systems and service 9) lightning protection systems 10) heating, ventilation, and air conditioning to include building automation systems, testing, adjusting and balancing, and commissioning 11) energy conservation 12) fire protection 13) sustainable design solutions to meet LEED Requirement 14) site electrical systems 15) meetings and design review conferences 16) design configuration management 17) quality control systems 18) safety plans 19) environmental protection through the following products: environmental protection plans, incorporating protection features, environmental assessment of contract deviations, land resources plans, monitoring water resources, storm water prevention plans, air resource monitoring and control, chemical materials management and waste disposal, recycling and waste minimization, preservation of historical, archaeological, and cultural resources, protect biological resources, integrated pest management, state or EPA-compliant storm water pollution prevention plan (as applicable), post construction clean-up 20) traffic control plans 21) scheduling and phasing 22) preparation of design drawings using Microstation and Bentley BIM suite 23) and development of as-built drawings and operation and maintenance manuals 24) Anti-Terrorism / Force Protection (AT/FP).

2.0 CONTRACT OBJECTIVES

The contract objective is to design and construct facilities for the military that are consistent with the design and construction practices used for civilian sector projects that perform similar functions to the military projects. For example, a Company Operations Facility has the similar function as an office/warehouse in the civilian sector; therefore the design and construction practices should be consistent with the design and construction of an office/warehouse building.

Comparison of Military Facilities to Civilian Facilities

Military Facility	Civilian Facility
Dining Facility (DF)	College/Corporate Cafeteria

It is the Army's objective that these buildings will have a 25-year useful design life before a possible re-use/re-purpose or renovation requirement, to include normal sustainment, restoration, modernization activities and a 50-year building

replacement life. Therefore, the design and construction should provide an appropriate level of quality to ensure the continued use of the facility over that time period with the application of reasonable preventive maintenance and repairs that would be industry-acceptable to a major civilian sector project OWNER. The site infrastructure will have at least a 50-year life expectancy with industry-accepted maintenance and repair cycles.

The government is required by Public Law 109-58, Executive Order 13423, and Federal Regulations 10 CFR 435 to design and construct facilities in an energy-conserving manner .

The project site should be developed for efficiency and to convey a sense of unity or connectivity with the adjacent buildings and with the Installation as a whole.

Requirements stated in this contract are minimums. Innovative, creative, and life cycle cost effective solutions, which meet or exceed these requirements are encouraged. Further, the OFFEROR is encouraged to seek solutions that will expedite construction (panelization, pre-engineered, etc.) and shorten the schedule**. The intent of the Government is to emphasize the placement of funds into functional/operational requirements. Materials and methods should reflect this by choosing the lowest Type of Construction allowed by code for this occupancy/project allowing the funding to be reflected in the quality of interior/exterior finishes and systems selected.**

3.0 STANDARD DESIGN

Throughout the life of this contract it is expected that the level of standard design will mature. Initial task orders are likely to be use performance based design criteria. Future task orders may evolve into a site-adapt-build effort. Task orders may be issued as construction only. Attachment A is a snapshot of the current standard design criteria for the facility type(s) as of the date of this solicitation. Because the standard design(s) will mature or otherwise change, it is provided for reference purposes. The Statements of Work for each individual task order will contain or otherwise reference the design criteria pertinent to the task order.

ATTACHMENT A

TECHNICAL PERFORMANCE REQUIRMENTS FOR:

DINING FACILITY

2.0 SCOPE

2.1. DINING FACILITY (DF): Provide Dining Facilities

This project type is to prepare and serve food in a seated dining area. The seated dining area can also serve as a gathering place for group activities. It is intended to be similar to a college cafeteria facility in the private sector community.

Provide a complete and functional dining facility:

For feeding 500 soldiers per meal within 90 minutes, three times per day, seven days a week, 52 weeks per year. Maximum gross area shall be 18,000 square feet. Dining area seating capacity shall be 240 seats.

STAFFING. Staffing is based on a 40-hour work week along with the menu, layout, equipment, feeding stations, serving lines and the mission of the organization it supports. The typical anticipated staffing for this size facility would be:

Total staff of 59 persons. The maximum staffing for a single shift would be 35 persons.

2.2. SITE:

Provide all site improvements necessary to support the new facilities. Refer to Paragraph 6.

Approximate area available ?? acres

2.3. GOVERNMENT-FURNISHED GOVERNMENT-INSTALLED EQUIPMENT (GFGI)

Coordinate with Government on GFGI item requirements and provide suitable structural support, brackets for projectors/VCRs/TVs, all utility connections and space with required clearances for all GFGI items. All Computers and related hardware, copiers, faxes, printers, video projectors, VCRs and TVs are GFGI.

The following are also GFGI items: No Additional Requirements

2.4. FURNITURE REQUIREMENTS:

A Furniture, Fixtures & Equip design and package is NOT required for this project. However, Structural Interior Design (SID) is required for all facility types regardless of the requirements for the FF&E design and package. The basic space planning for the anticipated FF&E requirements in conjunction with the functional layout of the building and design issues such as life safety, privacy, acoustics, lighting, ventilation, and accessibility is still required as part of the SID submittal.

3.0. FUNCTIONAL AND OPERATIONAL REQUIREMENTS: DINING FACILITY (EPDF)

3.1. GENERAL

Provide a complete and functional dining facility. Provide receiving, storage, preparation, serving, queuing, dining, dishwashing, and all support equipment and facilities. Facility shall be similar to a college or university meal plan cafeteria

in general function and quality. Provide equipment that is of a standard typically recognized in the industry as heavy duty and appropriate for college/university use. Provide equipment and associated accessories typical to enable operations to closely monitor safety, reduce energy, and facilitate ease of operation, sanitation and maintenance. Particular care should be given to protection of wall surfaces in high traffic areas.

Vehicular and pedestrian circulation shall insure separation of patron and staff/service areas

Interior design for the dining facility shall be based on an overall comprehensive, coordinated scheme and may utilize a theme for regional or organizational mission. The use of color, texture, and accents shall support the scheme and help create an inviting, cheerful and relaxed atmosphere. Design shall be appropriate for food service and eating activities. Incorporate visual and/or physical separations and transitions between major functions enhancing flow and circulation. Where required as part of this contract, furniture style shall complement and enhance the overall scheme.

Army dining facilities must comply with applicable provisions of Army publication Technical Bulletin TB MED 530. If a conflict exists with other criteria in this RFP, the more stringent criteria apply.

3.2. NOT USED (Reserved for future use)

3.3. SITE PLANNING AND DESIGN

Vehicular and pedestrian circulation shall insure separation of patron and staff/service areas.

3.4. NOT USED (Reserved for future use)

3.5. ARCHITECTURE AND INTERIOR DESIGN

3.5.1. ACCESSIBILITY

The dining facility shall be accessible to persons with disabilities. While kitchen and serving equipment shall not be required to be accessible, the pathways through these equipment and serving areas shall be accessible. The Staff and Patron Restrooms, Dining, and Administrative areas shall also be accessible.

3.5.2. SIGNAGE

A comprehensive signage package shall be provided. Signage shall be provided and clearly define the major areas of this facility, identify different service areas and types of food served, identify food items over the kiosks, provide directional information and traffic flow where appropriate, and compliment the interior design scheme. Illumination of signage is not required but can enhance its visibility. Ensure lighting does not conflict or detract from the signage design.

3.5.3. DOORS AND HARDWARE

Provide commercial grade doors and hardware appropriate for the specific application. The doors between the Kitchen and the Servery, between the Kitchen and Receiving Vestibule and into the Dishwashing area, shall be lightweight, high impact resistant, double-swing doors with protective bumpers, pivots, and vision panels.

72 inch high corner guards are required for all outside corners of walls and columns throughout the facility except in toilets. Corner guards in kitchen, servery, dishwashing and other utility/service areas shall be stainless steel. Corner guards in Dining Area and other patron/public spaces shall be architectural type and be part of the SID.

3.5.4. DINING FACILITY FUNCTIONAL REQUIREMENTS

Functional floor plans, equipment plans, equipment schedules, and conceptual site plans are provided for this facility in the applicable appendix. Use of these plans for the interior functional arrangement is mandatory. However, the plans may be modified slightly to accommodate local, regulatory, engineering, architectural, life safety, and/or construction requirements. Ceiling heights in dining facilities shall not exceed 14 feet except in areas where clerestories or other daylighting is incorporated to enhance sustainability. All food service equipment shall be certified by the National Sanitation Foundation, International. Other special requirements are indicated in Table 3-1.

Table 3-1 – Dining Special Requirements

ROOM	SPECIAL REQUIREMENTS
Dining	Provide a minimum of four separate television ceiling- or wall-mounted locations dispersed throughout each main Dining area. Provide one television ceiling- or wall-mounted location in the private Dining area. Provide chair rails and impact resistant wainscot to protect wall surfaces.
Serving	Tray slides shall accommodate a 14" deep tray full depth. Note: this applies to all tray slides in this facility.
Interior Queuing Area / Corridor	Provide power, data, and mounting bracket for 42" flat panel monitor for menu display. Data cable shall terminate in the Administrative Office. .
Entrances/Exterior Queuing Area	Provide lighted, weather resistant daily menu display case outside main entry door(s). Display case shall be a minimum of 18" x 24". Provide boot wash area consisting of hose bibs and trench drains near Entrances or prior to entering Exterior Queuing. All exterior canopies shall be constructed to prohibit bird nesting. For Training Dining Only, Exterior Queuing shall be fully covered and may be detached from the building. Provide lighting as necessary for safety and security.
Headcount Station	Provide custom-fabricated rectangular-shaped module, to house each station. Provide power and data receptacles at each station.
Points of Sale (POS) Stations (not for Training Dining)	Provide power and data receptacles for each station. POS stations themselves are not in this contract.
Patron Toilets	Provide standard toilet accessories including but not limited to: mirrors, combination paper towel dispenser /waste paper receptacle units, liquid soap dispensers, toilet tissue dispensers, and sanitary napkin disposer (Women's Toilet only).
Locker and/or Break Room	Provide locker area with lockers - 12" wide x 15" deep x 72" tall, ventilated four-tier (18" high each) lockers. Quantity of lockers shall be a minimum of the quantity below or the maximum number that will fit in available space, whichever is greater. Lockers shall be mounted on locker manufacturer's base and have a sloped top. Provide manufactured bench(es) secured to floor in front of lockers. Facility type: · 251-500 Permanent Party: 42 · 501-800 Permanent Party: 60 · 801-1300 Permanent Party: 64 · 1300 Training: 64 · 2600 Training: 113 · 720 ORTC: 60 · 1428 ORTC: 64
Janitor Closets	Provide floor mounted stainless steel mop sink 33" x 25" x 10" high; service faucet; mop hangar; hose & bracket; one 18" deep x 60" long x 48" high four tier, heavy duty shelving unit for storage of cleaning supplies.
Offices	Provide a minimum of three telephone and data receptacles in each office (one telephone/data outlet on each wall without a door). Provide unobstructed visual monitoring of food preparation areas from the Offices. Provide 2 bulletin boards; mount one inside Administrative Office and one outside Administrative Office door. Provide built-in shelving in Administrative Storage. Provide wall or floor mounted anchor for safe in Administrative Office.

Refrigerated Storage	Provide walk-in cooler and freezer floors at the same elevation as the kitchen floor. Run drain lines so they do not intrude into the working aisles. Operating temperatures shall be as indicated in TB Med 530.
Dry Food Storage	Walls shall extend up to the underside of the deck above for security. Provide one telephone receptacle, one data receptacle, and a double duplex electrical receptacle at desk location adjacent to entry door. One door leaf shall be "Dutch" type with a minimum 10" shelf on the Dry Storage side. Provide bumpers or other protective feature to prevent wall damage from mobile racks.
Non Food Storage / Paper Storage	Walls shall extend up to the underside of the deck above for security. Provide bumpers or other protective feature to prevent wall damage from mobile racks.
Meal Replacement Area/Carry Out (not for Training Dining)	Provide power, data, and mounting brackets for two 42" flat panel monitors above serving lines for menu display. Data cables shall terminate in the Administrative Office. Where a drive-through is indicated, provide remote speaker, menu board and order system with capability of being customized by the facility staff.
Dishwashing	Ceiling heights in dish washing rooms will be compatible with the dish washing equipment, but not less than 10 feet 6 inches. Clearance is required for removal of the inspection doors on the dish washing machines.
Can Wash	Provide exterior hose bibb inside can wash. Floor must slope to drain. Floor surface must be free of curbs or other obstructions, which will prohibit rolling garbage cans /equipment into the space. Can drying racks, mop and broom storage brackets will be provided out of range of spray cleaning equipment.
Outdoor Dining Area (not for Training Dining)	If indicated in section 01010, paragraph 6, provide fixed outdoor seating, tables, and trash containers.
Receiving & Staging Area	As a minimum, the outdoor area shall accommodate a front loaded trash dumpster, a front loaded recycling dumpster, two grease recycling barrels, and underground grease interceptor. Ensure trash locations and enclosures meet AT/FP standoff distance requirements. Provide hose bibb at all dumpster areas. Entire dock area shall be constructed of rigid pavement to withstand tractor trailer traffic and maneuver and insure proper drainage.
Outdoor Receiving Platform	Roof/canopy must extend 4 feet beyond the end of the receiving platform and provide a minimum clearance of 14 feet 6 inches. One 25,000-pound dock leveler, bumpers, and truck restraints shall be provided at the commercial vehicle receiving platform. Platform must be sloped at a one percent pitch away from the building. Platform surface shall have a broom finish. At a minimum, the outside area shall accommodate at least four front load trash dumpsters.

3.5.5. INTERIOR FINISHES

Finishes indicated in the Table 3-2 Finish Schedule are to be considered as minimum standards that meet the Government's requirements.

Table 3-2 – Finish Schedule

Interior Finish Schedule					
Room	**Name**	**Floor Material**	**Base Material**	**Walls Material**	**Ceiling Material**
	Vestibule	Porcelain/Stone	Porcelain/Stone	Paint	Acoustic Tile/Paint
	Corridor/Interior Queuing	Porcelain/Stone	Porcelain/Stone	Ceramic Tile	Acoustic Tile/Paint
	Dining	Porcelain/Stone	Porcelain/Stone	Paint	Acoustic Tile/Paint
	Kitchen	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Dishwashing	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Food Service Area	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Janitor	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Women	Porcelain/Stone	Porcelain/Stone	Ceramic Tile Wainscot (4'-	Acoustic Tile
	Men	Porcelain/Stone	Porcelain/Stone	Ceramic Tile Wainscot (4'-	Acoustic Tile
	Serving Line	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Self-Service Area	Porcelain/Stone	Porcelain/Stone	Ceramic Tile	Acoustic Tile
	Meal Replacement –	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Meal Replacement – Self-Service Area	Porcelain/Stone	Porcelain/Stone	Ceramic Tile	Acoustic Tile
	Office	Vinyl Composition Tile/Carpet	Resilient	Paint	Acoustic Tile
	Paper Storage	Vinyl Composition Tile	Resilient	Paint	Acoustic Tile
	Unisex Locker Room	Porcelain/Stone	Porcelain/Stone	Porcelain/Stone/Paint	Acoustic Tile
	Bread Storage	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel

Interior Finish Schedule					
Room	**Name**	**Floor Material**	**Base Material**	**Walls Material**	**Ceiling Material**
	Refrigerator	Sealed Concrete	Prefabricated Panels	Prefabricated Panels	Prefabricated Panels
	Dry Storage/ Paper Storage	Quarry Tile	Quarry Tile	Paint	Acoustic Tile
	Thaw	Sealed Concrete	Prefabricated Panels	Prefabricated Panels	Prefabricated Panels
	Receiving Vestibule	Quarry Tile	Quarry Tile	Wainscot (4'-0")/Paint	Fiberglass Reinforced Panel
	Electrical Room	Sealed Concrete	Resilient	Paint	Exposed
	Can Wash	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Insulated Container Drop Off	Quarry Tile	Quarry Tile	Ceramic Tile Wainscot (4'-0")/Paint	Acoustic Tile/Paint
	Communication Room	Vinyl Composition Tile	Resilient	Paint	Acoustic Tile
	Stacks	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel
	Field Feeding Staging Area	Quarry Tile	Quarry Tile	Ceramic Tile Wainscot (4'-0")/Paint	Acoustic Tile/Paint
	Mechanical Room	Sealed Concrete	Resilient	Paint	Exposed
	Remote Soda	Quarry Tile	Quarry Tile	Ceramic Tile	Fiberglass Reinforced Panel

3.6. sTRUCTURAL

No additional requirements in this paragraph.

3.7. THERMAL PERFORMANCE

No additional requirements in this paragraph.

3.8. PLUMBING

Perform a water quality analysis to determine the need for water softening equipment, piping requirements, equipment filtering requirements, etc. Where the water quality analysis determines the need for a water softener system, a whole building water softener system shall be provided.

Individual equipment items may also require filtering per manufacturer's recommendations.

In accordance with TB Med 530, all piping shall be concealed to the greatest extent possible. Where metallic piping cannot be concealed it shall be stainless steel or chrome-plated.

In the kitchen and dishwashing area, hot water shall be designed to provide 140 degree Fahrenheit at the equipment. General purpose, hand washing sinks and lavatories shall be provided with 110 degree Fahrenheit hot water.

All sinks shall be UL and NSF approved/certified/listed.

Provide two empty 6" conduits with pull string from the remote beverage room to each beverage station in the facility.

Plumbing drains shall be provided at each sink area.

Provide tempering of the hot water drains in accordance with APPLICABLE CRITERIA.

Provide a centrally controlled low-pressure washing system with remote wall-mounted workstations in the Kitchen, Can Wash, Dishwashing Area, and Receiving Platform. Required accessories include water broom attachment, hose reel, spray nozzle and freeze-proof valves for exterior application in cold areas.

3.9. NOT USED (Reserved for future use)

3.10. facility ELECTRICAL, COMMUNICATIONs, and cable television

3.10.1. FACILITY ELECTRICAL

Electrical systems, including, but not limited to, interior power, exterior and interior lighting, communication systems, cable television (CATV), public address (PA), audio visual systems, fire alarm system, mass notification system, lightning protection and grounding system, and cathodic protection system shall be designed to comply with the documents listed in applicable criteria. The publications are referred to in the text by basic designation only.

Provide general area lighting as well as task and decorative lighting in service and public areas. The use of a variety of fixtures – pendant, surface, sconce, direct, and/or indirect – is encouraged. See TB MED 530 for specific lighting requirements including, but not limited to intensity and protective shielding. Provide lighting under the entire canopies

In addition to other receptacles required by this RFP, provide 120 volt duplex wall receptacles in all spaces. The maximum receptacle spacing in offices shall be 12 feet with at least one receptacle on each wall. The maximum spacing between receptacles in other locations shall be 25 feet.

Provide a stepped bus disconnect and a mechanical/electrical interlock on the service entrance disconnect for connecting a portable generator to support the full building load.

Provide 15% spare electrical load capacity throughout the building electrical system. This shall include capacity for switchboards, feeders, panelboards, transformers, branch circuits, etc.

Locate the mass notification system point of origin microphone as directed by the contracting officer. The mass notification system shall tie into an existing base-wide giant voice system if applicable.

The PA system will have multiple zones as identified by the contracting officer. Coordinate the point of origin for the PA system with the contracting officer.

Provide transient voltage surge suppressors (TVSS) at service entrance panels, and panels supporting electronic equipment.

3.10.2. COMMUNICATIONS

Data receptacles shall be included in the Offices, Points of Sale, Headcount Area, Dry Storage Room, Mechanical, Electrical, and Telecommunications Room. Telephone receptacles shall be included in the Offices, Dry Storage Room, Mechanical, Electrical, and Telecommunications Room. The facility shall have a building-wide, zoned paging/intercom system with announcement and music (plug-in) capabilities from the Administrative Office. This paging/intercom system may be integrated with the building mass notification system.

3.10.3. CABLE TELEVISION

The facility shall include a cable television system. Where not indicated otherwise, Contractor shall provide all power, cable and mounting hardware suitable for 50” minimum flat panel televisions.

3.11. Heating, ventilating, and air conditioning

The facility shall be air conditioned except that the storage and service areas may be ventilated and heated as required by code. The Kitchen, Dishwash, Pot/Pan Washing shall be cooled not to exceed 85 degrees Fahrenheit and heated to maintain temperature no less than 68 degrees Fahrenheit. The Kitchen, Dishwash, Pot/Pan Washing, service spaces, and Restrooms shall maintain a negative pressure while the Dining, Point of Sale and Interior Queuing areas shall have a positive pressure.

Air curtain fan shall be provided over all personnel entry/exit doors and receiving vestibule doors, except for mechanical/electrical rooms. Fans shall be full width of doors and mounted on the interior side immediately above the door. Emergency exit only doors do not require air curtain fans.

Kitchen hood systems shall be stainless steel all welded construction and shall include lights, filters, grease troughs and fire protection systems. Hoods shall be UL and NSF approved/certified/listed. Hoods shall be certified to meet the International Mechanical Code required velocities for the service application. If face discharge hoods are utilized, they shall be provided with tempered makeup air. Makeup air shall be tempered to 85 degrees Fahrenheit for cooling and 60 degrees for heating. Indicate kitchen hood functions by designating “Type II Condensate Laden Air Hood” and “Type I Grease Laden Air Hood” in the hood schedule. Kitchen hood systems shall be designed and installed in compliance with NFPA 96. Kitchen hoods shall be UL rated in accordance with UL 710.

Grease interceptor: Grease interceptor shall be provided for collecting and containing grease from the waste drain line flows emanating from the kitchen food preparation and dishwashing and pot/can wash areas. The grease interceptor shall be located outside of the facility in a location that is accessible to a vacuum grease collection truck.

The size of the grease interceptor shall be sized as stated below except where local requirements dictate a larger size or where directed by the contracting officer:

201-500 PP and 501-800 PP and 720 ORTC: 2,000 gallons

801-1300 PP and 1300 TNG and 1428 ORTC: 3,000 gallons

2600 TNG: 4,000 gallons

3.12. energy conservation

No additional requirements in this paragraph.

3.13. FIRE PROTECTION

The fire protection system shall be designed based on the available water source. If the hydraulic calculations based on water flow test for each sprinkler system exceed that of the water supply, a fire pump shall be provided in accordance with applicable criteria.

Provide a kitchen hood fire extinguishing system in accordance with NFPA 96.

3.14. SUSTAINABLE DESIGN

No additional requirements in this paragraph.

3.15. NOT USED (Reserved for future use)

3.16. NOT USED (Reserved for future use)

3.17. NOT USED (Reserved for future use)

3.18. GOVERNMENT OR Government VENDOR PROVIDED EQUIPMENT

Government furnished equipment will be delivered prior to final completion of the building. Where indicated, Contractor shall provide an optional bid for Government Furnished equipment items. In all cases, Contractor shall plan for and coordinate installation of this equipment as well as for Vendor provided equipment, and shall provide clearances, space, power, data, water, drains, conduits, etc as required for equipment to be operational. The Contractor shall consider the heat generated by this all equipment in determining cooling loads. See enclosed kitchen equipment plans for identification of Contractor furnished versus Government and Vendor furnished equipment. In addition, all movable furnishings will be based on the Contractor's CID and Government furnished unless otherwise indicated as an optional bid item.

4.0 APPLICABLE CRITERIA

4.1. INDUSTRY CRITERIA

Applicable design and construction criteria references are listed in Table 1 below. Criteria shall be taken from the most current references as of the date of issue of the contract. This list is not intended to include all criteria that may apply or to restrict design and construction to only those references listed. See also Paragraph 3 for additional facility-specific applicable criteria.

Table SE1: Industry Criteria

Air Conditioning and Refrigeration Institute (ARI)	
ARI 310/380	Packaged Terminal Air-Conditioners and Heat Pumps
ARI 440	Room Fan-Coil and Unit Ventilator
ANSI/ARI 430-99	Central Station Air Handling Units
ARI 445	Room Air-Induction Units
ARI 880	Air Terminals
Air Movement and Control Association (AMCA)	

AMCA 210	Laboratory Methods of Testing Fans for Rating
American Architectural Manufacturers Association (AAMA)	
AAMA 605	Voluntary Specification Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels
AAMA 607.1	Voluntary Guide Specifications and Inspection Methods for Clear Anodic Finishes for Architectural Aluminum
AAMA 1503	Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors, and Glazed Wall Sections
American Association of State Highway and Transportation Officials (AASHTO)	
	Roadside Design Guide [guardrails, roadside safety devices]
	Standard Specifications for Transportation Materials and Methods of Sampling and Testing [Road Construction Materials]
	Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
	Guide for Design of Pavement Structures, Volumes 1 and 2 [pavement design guide]
	A Policy of Geometric Design of Highways and Streets
American Bearing Manufacturers Association (AFBMA)	
AFBMA Std. 9	Load Ratings and Fatigue Life for Ball Bearings
AFBMA Std. 11	Load Ratings and Fatigue Life for Roller Bearings
American Boiler Manufacturers Association (ABMA)	
ABMA ISEI	Industry Standards and Engineering Information
American Concrete Institute	
ACI 318	Building Code Requirements for Structural Concrete
ACI 315	Details and Detailing of Concrete Reinforcement

ACI 530	Building Code Requirements for Masonry Structures
ADA **Standards for Accessible Design**	
	28 CFR Part 36
American Institute of Steel Construction (AISC)	
	Manual of Steel Construction – 13 th Edition (or latest version)
American Iron and Steel Institute	
AISI/COS NASPEC 2001	North American Specification for the Design of Cold-Formed Steel Structural Members
American National Standards Institute 11 (ANSI)	
ANSI Z21.10.1	Gas Water Heaters Vol. 1, Storage water Heaters with Input Ratings of 75,000 Btu per Hour or less
ANSI Z124.3	American National Standard for Plastic Lavatories
ANSI Z124.6	Plastic Sinks
ANSI Z21.45	Flexible Connectors of Other Than All-Metal Construction for Gas Appliances
ANSI/IEEE C2-2007	National Electrical Safety Code
ANSI/AF&PA NDS-2001	National Design Specification for Wood Construction
American Society of Civil Engineers (ASCE)	
ASCE 7	Minimum Design Loads for Buildings and Other Structures
ASCE 37	Design and Construction of Sanitary and Storm Sewers, Manuals and Reports on Engineering Practice [sanitary sewer and storm drain design criteria]
ASCE/SEI 31-03	Seismic Evaluation of Existing Buildings [Existing Building Alteration/Renovation]
ASCE/SEI 41-06	Seismic Rehabilitation of Existing Buildings [Existing Building Alteration/Renovation]

American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)	
ASHRAE 90.1	Energy Standard for Buildings Except Low-Rise Residential Buildings
ASHRAE Guideline 1-1996	The HVAC Commissioning Process
ASHRAE Hdbk-IP Handbook	Fundamentals I-P Edition
ASHRAE Standard 15	Safety Standard for Refrigeration Systems
ASHRAE Standard 62.1	Ventilation for Acceptable Indoor Air Quality
American Society of Mechanical Engineers International (ASME)	
ASME BPVC SEC VII	Boiler and Pressure Vessel Code: Section VII Recommended Guidelines for the Care of Power Boilers
ASME A17.1	Safety Code for Elevators and Escalators
American Water Works Association (AWWA)	
	Standards [standards for water line materials and construction]
American Welding Society	
	Welding Handbook
Architectural Woodwork Institute (AWI)	
Version 1.2	AWI Quality Standards 7th Edition
Associated Air Balance Council (AABC)	
AABC MN-1	National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems
	AABC Associated Air Balance Council Testing and Balance Procedures
ASTM International	
ASTM C1060-90(1997)	Standard Practice for Thermographic Inspection of Insulation Installations in Envelope Cavities of Frame Buildings
ASTM E 779 (2003)	Standard Test Method for Determining Air Leakage Rate by Fan Pressurization
ASTM E1827-96(2002)	Standard Test Methods for Determining Airtightness of Buildings Using an Orifice Blower Door

Builders Hardware Manufacturers Association (BHMA)	
ANSI/BHMA A156.4	American National Standards for Door Controls – Closers
Building Industry Consulting Service International	
	Telecommunications Distribution Methods Manual (TDMM)
	Customer-Owned Outside Plant Design Manual (CO-OSP)
Code of Federal Regulations (CFR)	
49 CFR 192	Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards
10 CFR 430	Energy Conservation Program for Consumer Products
Consumer Electronics Association	
CEA 709.1B	Control Network Protocol Specification
CEA 709.3	Free-Topology Twisted-Pair Channel Specification
CEA 852	Tunneling Component Network Protocols Over Internet Protocol Channels
Electronic Industries Association (EIA)	
EIA/TIA 568-B	Commercial Building Telecommunications Cabling Standards
ANSI/EIA/TIA 569-B	Commercial Building Standard for Telecommunications Pathways and Spaces
J-STD EIA/TIA 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
Federal Highway Administration (FHWA)	
	Manual on Uniform Traffic Control Devices for Streets and Highways [signage and pavement markings for streets and highways]

FHWA-NHI-01-021	Hydraulic Engineering Circular No. 22, Second Edition, URBAN DRAINAGE DESIGN MANUAL
Illuminating Engineering Society of North America (IESNA)	
IESNA RP-1	Office Lighting
IESNA RP-8	Roadway Lighting
IESNA Lighting Handbook	Reference and Application
Institute of Electrical and Electronics Engineers Inc. (IEEE)	
	Standard for Use of the International System of Units (SI): the Modern Metric System
Standard 1100	Recommended Practice for Powering and Grounding Sensitive Electronic Equipment
International Code Council (ICC)	
IBC	International Building Code Note: All references in the International Building Code to the International Electrical Code shall be considered to be references to NFPA 70. All references in the International Building Code to the International Fuel Gas Code shall be considered to be references to NFPA 54 and NFPA 58. All references in the International Building Code to the International Fire Code shall be considered to be references to UFC 3-600-01.
IMC	Internati onal Mechanical Code – Deleted DEC 2007– Follow ASHRAE 90.1.
IRC	International Residential Code
IPC	International Plumbing Code
IEC	Energy Conservation Code (IEC) – Deleted DEC 2007- Refer to Paragraph 5, ENERGY CONSERVATION requirements.

IGC	International Gas Code - not applicable. Follow NFPA 54, National Fuel Gas Code and NFPA 58, Liquified Petroleum Gas Code.
International Organization for Standardization (ISO)	
ISO 6781:1983	Qualitative detection of thermal irregularities in building envelopes – infrared method
LonMark International (LonMark)	
LonMark Interoperability Guidelines	(available at www.lonmark.org), including: Application Layer Guidelines, Layer 1-6 Guidelines, and External Interface File (XIF) Reference Guide
LonMark Resource Files	(available at www.lonmark.org), including Standard Network Variable Type (SNVT) definitions
Metal Building Manufacturers Association (MBMA)	
	Metal Building Systems Manual
Midwest Insulation Contractors Association (MICA)	
	National Commercial and Industrial Insulation Standards Manual
National Association of Corrosion Engineers International (NACE)	
NACE RP0169	Control of External Corrosion on Underground or Submerged Metallic Piping Systems
NACE RP0185	Extruded, Polyolefin Resin Coating Systems with Adhesives for Underground or Submerged Pipe
NACE RP0285	Corrosion Control of Underground Storage Tank Systems by Cathodic Protection
NACE RP0286	Electrical Isolation of Cathodically Protected Pipelines
National Electrical Manufacturers Association (NEMA)	
National Environmental Balancing Bureau (NEBB)	
	Procedural Standards Procedural Standards for Testing Adjusting Balancing of Environmental Systems

National Fire Protection Association (NFPA)	
NFPA 10	Standard for Portable Fire Extinguishers
NFPA 13	Installation of Sprinkler Systems
NFPA 13R	Residential Occupancies up to and Including Four Stories in Height Sprinkler Systems
NFPA 20	Installation of Centrifugal Fire Pumps
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances [underground fire protection system design]
NFPA 30	Flammable and Combustible Liquids Code
NFPA 30A	Motor Fuel Dispensing Facilities and Repair Garages
NFPA 31	Installation of Oil Burning Equipment
NFPA 54	National Fuel Gas Code
NFPA 58	Liquefied Petroleum Gas Code
NFPA 70	National Electrical Code
NFPA 72	National Fire Alarm Code
NFPA 80	Standard for Fire Doors and Fire Windows
NFPA 90a	Installation of Air Conditioning and Ventilating Systems
NFPA 96	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
NFPA 101	Life Safety Code
NFPA 780	Standard for the Installation of Lightning Protection Systems
National Roofing Contractor’s Association (NRCA)	
	Roofing and Waterproofing Manual
National Sanitation Foundation, International	

NSF/ANSI Std. 2, 3, 4, 5, 6, 7, 8, 12, 13, 18, 20, 21, 25, 29, 35, 36, 37, 51, 52, 59, 169	Food Equipment Standards
ANSI/UL Std. 73, 197, 471, 621, 763	Food Equipment Standards
CSA Std. C22.2 No. 109, 120, 195	Food Equipment Standards
Occupational Safety and Health Administration (OSHA)	
Title 29, Part 1926	OSHA Construction Industry Standards, Title 29, Code of Federal Regulations, Part 1926, Safety and Health Regulations for Construction
Plumbing and Drainage Institute (PDI)	
PDI G 101	Testing and Rating Procedure for Grease Interceptors with Appendix of Sizing and Installation Data
PDI WH201	Water Hammer Arrestors
Precast Concrete Institute	
PCI Design Handbook	Precast and Prestressed Concrete
Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)	
SMACNA HVAC Duct Construction Standards	HVAC Duct Construction Standards - Metal and Flexible
SMACNA Architectural Manual	Architectural Sheet Metal Manual
SMACNA HVAC TAB	HVAC Systems - Testing, Adjusting and Balancing
State/Local Regulations	
	State Department of Transportation Standard Specifications for Highway and Bridge Construction
	Sedimentation and Erosion Control Design Requirements
	Environmental Control Requirements
	Storm Water Management Requirements
Steel Door Institute (SDI)	
ANSI A250.8/SDI 100	Standard Steel Doors and Frames

Steel Deck Institute	
	SDI Diaphragm Design Manual
Steel Joist Institute	
~~41st Edition~~	Catalog of Standard Specifications and Load Tables for Steel Joists and Joist Girders
Underwriters Laboratories (UL)	
UL 96A	Installation Requirements for Lightning Protection Systems
UL 300	Standard for Safety for Fire Testing of Fire Extinguishing Systems for Protection of Restaurant Cooking Areas
Uniform Federal Accessibility Guidelines (UFAS)	
U.S. **Architectural and Transportation Barriers Compliance Board**	
U.S. **DEPARTMENT OF HEATH AND HUMAN SERVICES**	
	FDA National Food Code
U.S. **GREEN BUILDING COUNCIL (USGBC)**	
LEED-NC	Green Building Rating System for New Construction & Major Renovations, Version 2.2
	Application Guide for Multiple Buildings and On-Campus Building Projects

4.2. MILITARY CRITERIA

The project shall conform to the following criteria. Certain design impacts and features due to these criteria are noted for the benefit of the offeror. However, all requirements of the referenced criteria will be applicable, whether noted or not, unless otherwise specified herein.

4.2.2. Energy Policy Act of 2005 (Public Law 109-58)

4.2.3. Executive Order 12770: Metric Usage In Federal Government

(a) Metric design and construction is required except when it increases construction cost. Offeror to determine most cost efficient system of measurement to be used for the project.

4.2.4. TB MED 530: Occupational and Environmental Health Food Sanitation

4.2.5. UFC 3-410-01FA: Heating, Ventilating, and Air Conditioning - applicable only to the extent specified inparagraph 5, herein.

4.2.6. UFC 3-580-01 Telecommunications Bldg Cabling Systems Planning/Design

4.2.7. UFC 3-600-01 Design: Fire Protection Engineering for Facilities

4.2.8. UFC 4-010-01 DoD Minimum Antiterrorism Standards for Buildings

4.2.9. UFC 4-023-03 Design of Buildings to Resist Progressive Collapse

(a) Options to use tie force method or alternate path design

4.2.10. UFC 4-021-01 Design and O&M: Mass Notification Systems

4.2.11. Technical Guide for Installation Information Infrastructure Architecture (I3A)

(a) Email: DetrickISECI3Aguide@conus.army.mil

4.2.12. U.S. Army Information Systems Engineering Command (USAISEC) TG for the Integration of SECRET Internet Protocol (IP) Router Network (SIPRNET). See Paragraph 3 for applicability to specific facility type. May not apply to every facility.

4.3. PRECEDENCE

In the event of conflict between References and/or Applicable Military Criteria, the most stringent requirement will apply, unless otherwise specifically noted in the contract.

5.0 GENERAL TECHNICAL REQUIREMENTS

This paragraph contains general technical requirements. See also Paragraph 3 for facility-specific technical requirements. Residential or similar grade finishes and materials are not acceptable for inclusion in these buildings, unless otherwise specifically allowed.

5.1. SITE PLANNING AND DESIGN

5.1.1. STANDARDS AND CODES: The site planning and design shall conform to APPLICABLE CRITERIA and to paragraph 6, PROJECT SPECIFIC REQUIREMENTS.

5.1.2. SITE PLANNING OBJECTIVES: Group buildings in configurations that create a sense of community and promote pedestrian use. See paragraph 3 for additional site planning requirements relating to building functions.

5.1.2.1. Provide enclosures and or visual screening devices for Outdoor Utility such as dumpsters, emergency generators, transformers, heating, ventilation, and air conditioning units from streetscape and courtyard views to limit visual impact. Enclosures shall be compatible with the building they serve and accessible by vehicle. The location of dumpsters can have a significant visual impact and should be addressed as part of an overall building design and incorporated in site planning.

5.1.2.2. Dumpsters Pads shall be concrete (minimum of 8 inches thick on 4 inch base course, unless site conditions dictate more conservative requirements) and directly accessible by way of a paved service drive or parking lot with adequate overhead clearance for collection vehicles. Provide space at dumpster areas for recycling receptacles. Coordinate with Installation on recycling receptacle types, sizes and access requirements and provide space at dumpster areas to accommodate them.

5.1.2.3. Vehicular Circulation. Apply design vehicle templates provided by the American Association of State Highway and Transportation Officials (AASHTO) to the site design. The passenger car class includes passenger cars and light trucks, such as vans and pick-ups. The passenger car template is equivalent to the non-organizational – privately owned vehicle (POV). The truck class template includes single-unit trucks, recreation vehicles, buses, truck tractor-semi-trailer combinations, and trucks or truck tractors with semi-trailers in combination with full trailers. Provide vehicle clearances required to meet traffic safety for emergency vehicles, service vehicles, and moving vans. Provide required traffic control signage Site entrances and site drive aisles shall maximize spacing between drives, incorporate right-angle turns, and limit points of conflict between traffic. Design Services Drives to restrict access to unauthorized vehicles by removable bollards, gates, or other barriers to meet Anti-Terrorism/Force Protection (ATFP) requirements. Orient service drives to building entrances other than the primary pedestrian entry at the front of the building.

5.1.2.4. Provide Emergency Vehicle Access around the facility and shall be in accordance with AT/FP requirements. Maintain a 33-foot clear zone buffer for emergency vehicles, designed to prevent other vehicles from entering the AT/FP standoff to the building.

5.1.2.5. Clear and grub all trees and vegetation necessary for construction; but, save as many trees as possible. Protect trees to be saved during the construction process from equipment.

5.1.2.6. Stormwater Management. Employ design and construction strategies (Best Management Practices) that reduce stormwater runoff, reduce discharges of polluted water offsite and maintain or restore predevelopment hydrology with respect to temperature, rate, volume and duration of flow to the maximum extent practicable. See paragraph 6, PROJECT SPECIFIC requirements for additional information.

5.1.3. EXTERIOR SIGNAGE: Provide exterior signage in accordance with Appendix H, Exterior Signage. Provide exterior NO SMOKING signage that conveys building and grounds smoking policy.

5.1.4. EXISTING UTILITIES: Base utilities maps and capacities for this site are included as part of this RFP. See paragraph 6 for more detailed information.

5.2. SITE ENGINEERING

5.2.1. STANDARDS AND CODES: The site engineering shall conform to APPLICABLE CRITERIA.

5.2.2. SOILS:

5.2.2.1. A report has been prepared to characterize the subsurface conditions at the project site and is **appended to these specifications.** The report provides a general overview of the soil and geologic conditions with detailed descriptions at discrete boring locations. The Contractor's team shall include a licensed geotechnical engineer to interpret the report and develop earthwork and foundation recommendations and design parameters in which to base the contractor's design. If any additional subsurface investigation or laboratory analysis is required to better characterize the site or develop the final design, the Contractor shall perform it under the direction of a licensed geotechnical engineer. There will be no separate payment for the cost of additional tests. If differences between the Contractor's additional subsurface investigation and the government provided soils report or the reasonably expected conditions require material revisions in the design, an equitable adjustment may be made, in accordance with the provisions of the Differing Site Conditions clause. The basis for the adjustment would be the design and construction appropriate for the conditions described in the Government furnished report or the reasonably expected conditions, in comparison with any changes required by material differences in the actual conditions encountered, in accordance with the terms of contract clause Differing Site Conditions.

5.2.2.2. The contractor's licensed geotechnical engineer shall prepare a final geotechnical evaluation report, to be submitted along with the first foundation design submittal, as described in Section 01 33 16, *Design After Award*.

5.2.3. VEHICLE PAVEMENTS: (as applicable to the project)

5.2.3.1. Design procedures and materials shall conform to one of the following: 1) the USACE Pavement Transportation Computer Assisted Structural Engineering (PCASE) program, 2) American Association of State Highway and Transportation Officials (AASHTO) or, 3) the applicable state Department of Transportation standards in which the project is located. See paragraph 5.2.2.2 and Section 01 33 16 for required information for the Contractor's geotechnical evaluation report. The minimum flexible pavement section shall consist of 2 inches of asphalt and 6 inches of base or as required by the pavement design, whichever is greater, unless specifically identified by the Government to be a gravel road. Design roads and parking areas for a life expectance of 25 years with normal maintenance. Parking area for tactical vehicles (as applicable to the project) shall be Portland Cement Concrete (PCC) rigid pavement design. For concrete pavements, submit joint layout plan for review and concurrence. <REV>Design pavements for military tracked vehicles (as applicable to the project) IAW USACE PCASE. Traffic estimates for each roadway area will be as shown on the drawings or listed in Section 01 10 00 Paragraph 6.4.4. Pavement markings and traffic signage shall comply with the Installation requirements and with the Manual on Uniform Traffic Control Devices.

5.2.3.2. Parking Requirements.

(a) All handicap POV parking lots (where applicable in the facility specific requirements) shall meet the ADA and ABA Accessibility Guidelines for accessible parking spaces.

(b) Design POV parking spaces for the type of vehicles anticipated, but shall be a minimum of 9 ft by 18 ft for POVs, except for two wheel vehicles.

5.2.3.3. Sidewalks. Design the network of walks throughout the complex (where applicable) to facilitate pedestrian traffic among facilities, and minimize the need to use vehicles. Incorporate sidewalks to enhance the appearance of the site development, while creating a sense of entry at the primary patron entrances to the buildings. Minimum sidewalk requirements are in Paragraph 3, where applicable.

5.2.4. CATHODIC PROTECTION: Provide cathodic protection systems for all underground metallic systems and metallic fittings/portions of non-metallic, underground systems, both inside and outside the building 5 foot line that are subject to corrosion. Coordinate final solutions with the installation to insure an approach that is consistent with installation cathodic protection programs.

5.2.5. UTILITIES: See paragraph 6.4.6 for specific information on ownership of utilities and utility requirements. Meter all utilities (gas, water, and electric, as applicable) to each facility. For Government owned utilities, install meters that are wireless data transmission capable as well as have a continuous manual reading option. All meters will be capable of at least hourly data logging and transmission and provide consumption data for gas, water, and electricity. Gas and electric meters will also provide demand readings based on consumption over a maximum of any 15 minute period. Configure all meters to transmit at least daily even if no receiver for the data is currently available at the time of project acceptance. For privatized utilities, coordinate with the privatization utility(ies) for the proper meter base and meter installation.

5.2.6. PERMITS: The CONTRACTOR shall be responsible for obtaining all permits (local, state and federal) required for design and construction of all site features and utilities.

5.2.7. IRRIGATION. Landscape irrigation systems, if provided, shall comply with the following:

5.7.2.1 Irrigation Potable Water Use Reduction. Reduce irrigation potable water use 50 percent using LEED credit WE1.1 baseline, except where precluded by other project requirements.

5.2.8. EPA WaterSense Products and Contractors. Except where precluded by other project requirements, use EPA WaterSense labeled products and irrigation contractors that are certified through a WaterSense labeled program where available.

5.3. ARCHITECTURE AND INTERIOR DESIGN:

This element will be evaluated per APPLICABLE CRITERIA under the quality focus.

5.3.1. STANDARDS AND CODES: The architecture and interior design shall conform to APPLICABLE CRITERIA.

5.3.2. GENERAL: Overall architectural goal is to provide a functional, quality, visually appealing facility that is a source of pride for the installation and delivered within the available budget and schedule.

5.3.3. COMPUTATION OF AREAS: See APPENDIX Q for how to compute gross and net areas of the facility(ies).

5.3.4. BUILDING EXTERIOR: Design buildings to enhance or compliment the visual environment of the Installation. Where appropriate, reflect a human scale to the facility. Building entrance should be architecturally defined and easily seen. When practical, exterior materials, roof forms, and detailing shall be compatible with the surrounding development and

adjacent buildings on the Installation and follow locally established architectural themes. Use durable materials that are easy to maintain. Exterior colors shall conform to the Installation requirements. See paragraph 6.

5.3.4.1. Building Numbers: Each building shall have exterior signage permanently attached on two faces of the building indicating the assigned building number or address. Building number signage details and locations shall conform to Appendix H, Exterior Signage.

5.3.5. BUILDING INTERIOR

5.3.5.1. Space Configuration: Arrange spaces in an efficient and functional manner in accordance with area adjacency matrices.

5.3.5.2. Surfaces: Appearance retention is the top priority for building and furniture related finishes. Provide low maintenance, easily cleaned room finishes that are commercially standard for the facility occupancy specified, unless noted otherwise.

5.3.5.3. Color: The color, texture and pattern selections for the finishes of the building shall provide an aesthetically pleasing, comfortable, easily maintainable and functional environment for the occupants. Coordination of the building colors and finishes is necessary for a cohesive design. Color selections shall be appropriate for the building type. The use of color, texture and pattern shall be used to path or way find through the building. Trendy colors that will become dated shall be limited to non-permanent finishes such as carpet and paint. Finishes should be selected with regards to aesthetics, maintenance, durability, life safety and image. Limit the number of similar colors for each material. Color of Ceramic and porcelain tile grout shall be medium range color to help hide soiling. Plastic laminate and solid surface materials shall have patterns that are mottled, flecked or speckled. Finish colors of fire extinguisher cabinets, receptacle bodies and plates, fire alarms / warning lights, emergency lighting, and other miscellaneous items shall be coordinated with the building interior. Color of equipment items on ceilings (speakers, smoke detectors, grills, etc.) shall match the ceiling color.

5.3.5.4. Circulation: Circulation schemes must support easy way finding within the building.

5.3.5.5. Signage: Provide interior signage for overall way finding and life safety requirements. A comprehensive interior plan shall be from one manufacturer. Include the following sign types: (1) Lobby Directory, (2) Directional Signs; (3) Room Identification Signs; (4) Building Service Signs; (5) Regulatory Signs; (6) Official and Unofficial Signs (7) Visual Communication Boards (8) NO SMOKING signage that conveys building smoking policy. Use of emblems or logos may also be incorporated into the signage plan.

5.3.5.6. Window Treatment: Interior window treatments with adjustable control shall be provided in all exterior window locations for control of day light coming in windows or privacy at night. Uniformity of treatment color and material shall be maintained to the maximum extent possible within a building.

5.3.6. COMPREHENSIVE INTERIOR DESIGN

5.3.6.1.

Comprehensive Interior Design includes the integration of a Structural Interior Design (SID) and a Furniture, Fixtures and Equipment (FF&E) design and package. SID requires the design, selection and coordination of interior finish materials that are integral to or attached to the building structure. Completion of a SID involves the selection and specification of applied

finishes for the building's interior features including, but not limited to, walls, floors, ceilings, trims, doors, windows, window treatments, built-in furnishings and installed equipment, lighting, and signage. The SID package will include finish schedules, finish samples and any supporting interior elevations, details or plans necessary to communicate the building finish design and build out. The SID also provides basic space planning for the anticipated FF&E requirements in conjunction with the functional layout of the building and design issues such as life safety, privacy, acoustics, lighting, ventilation, and accessibility.

The FF&E design and package includes the design, selection, color coordination and of the required furnishing items necessary to meet the functional, operational, sustainability, and aesthetic needs of the facility coordinated with the interior finish materials in the SID. The FF&E package will include the specification, procurement documentation, placement plans, ordering and finish information on all freestanding furnishings and accessories, and a cost estimate. The selection of furniture style, function and configuration will be coordinated with the defined requirements. Examples of FF&E items include, but are not limited to workstations, seating, files, tables, beds, wardrobes, draperies and accessories as well as marker boards, tack boards, and presentation screens. Criteria for furniture selection will include function and ergonomics, maintenance, durability, sustainability, comfort and cost.

5.4. STRUCTURAL DESIGN

5.4.1. STANDARDS AND CODES: The structural design shall conform to APPLICABLE CRITERIA.

5.4.2. GENERAL: The structural system needs to be compatible with the intended functions and components that allows for future flexibility and reconfigurations of the interior space. Select an economical structural system based upon facility size, projected load requirements and local availability of materials and labor. Base the structural design on accurate, site specific geotechnical information and anticipated loads for the building types and geographical location. When modular units or other pre-fabricated construction is used or combined with stick-built construction, fully coordinate and integrate the overall structural design between the two different or interfacing construction types. If the state that the project is located in requires separate, specific licensing for structural engineers (for instance, such as in Florida, California and others), then the structural engineer designer of record must be registered in that state.

5.4.3. LOADS: See paragraph 3 for facility specific (if applicable) and paragraph 6 for site and project specific structural loading criteria.

5.4.4. TERMITE TREATMENT: (Except Alaska) Provide termite prevention treatment in accordance with Installation and local building code requirements, using licensed chemicals and licensed applicator firm.

5.5. THERMAL PERFORMANCE

5.5.1. STANDARDS AND CODES: Building construction and thermal insulation for mechanical systems shall conform to APPLICABLE CRITERIA.

5.5.2. BUILDING ENVELOPE SEALING PERFORMANCE REQUIREMENT. Design and construct the building envelope for office buildings, office portions of mixed office and open space (e.g., company operations facilities), dining, barracks and instructional/training facilities with a continuous air barrier to control air leakage into, or out of, the conditioned space. Clearly identify all air barrier components of each envelope assembly on construction documents and detail the joints, interconnections and penetrations of the air barrier components. Clearly identify the boundary limits of the building air barriers, and of the zone or zones to be tested for building air tightness on the drawings.

5.5.2.1. Trace a continuous plane of air-tightness throughout the building envelope and make flexible and seal all moving joints.

5.5.2.2. The air barrier material(s) must have an air permeance not to exceed 0.004 cfm / sf at 0.3” wg [0.02 L/s.m2 @ 75 Pa] when tested in accordance with ASTM E 2178

5.5.2.3. Join and seal the air barrier material of each assembly in a flexible manner to the air barrier material of adjacent assemblies, allowing for the relative movement of these assemblies and components.

5.5.2.4. Support the air barrier so as to withstand the maximum positive and negative air pressure to be placed on the building without displacement, or damage, and transfer the load to the structure.

5.5.2.5. Seal all penetrations of the air barrier. If any unavoidable penetrations of the air barrier by electrical boxes, plumbing fixture boxes, and other assemblies are not airtight, make them airtight by sealing the assembly and the interface between the assembly and the air barrier or by extending the air barrier over the assembly.

5.5.2.6. The air barrier must be durable to last the anticipated service life of the assembly.

5.5.2.7. Do not install lighting fixtures with ventilation holes through the air barrier

5.5.2.8. Provide a motorized damper in the closed position and connected to the fire alarm system to open on call and fail in the open position for any fixed open louvers such as at elevator shafts.

5.5.2.9. Damper and control to close all ventilation or make-up air intakes and exhausts, atrium smoke exhausts and intakes, etc when leakage can occur during inactive periods.

5.5.2.10. Compartmentalize garages under buildings by providing air-tight vestibules at building access points.

5.5.2.11. Compartmentalize spaces under negative pressure such as boiler rooms and provide make-up air for combustion.

5.5.2.12. Performance Criteria and Substantiation: Submit the qualifications and experience of the testing entity for approval. Demonstrate performance of the continuous air barrier for the opaque building envelope by the following tests:

(a) Test the completed building and demonstrate that the air leakage rate of the building envelope does not exceed 0.25cfm/ft2 at a pressure differential of 0.3” w.g.(75 Pa) in accordance with ASTM’s E 779 (2003) or E-1827-96 (2002). Accomplish tests using either pressurization or depressurization or both. Divide the volume of air leakage in cfm @ 0.3” w.g. (L/s @ 75 Pa) by the area of the pressure boundary of the building, including roof or ceiling, walls and floor to produce the air leakage rate in cfm/ft2 @ 0.3” w.g. (L/s.m2 @ 75 Pa). Do not test the building until verifying that the continuous air barrier is in place and installed without failures in accordance with installation instructions so that repairs to the continuous air barrier, if needed to comply with the required air leakage rate, can be done in a timely manner.

(b) Test the completed building using Infrared Thermography testing. Use infrared cameras with a resolution of 0.1deg C or better. Perform testing on the building envelope in accordance with ISO 6781:1983 and ASTM C1060-90(1997). Determine air leakage pathways using ASTM E 1186-03 Standard Practices for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems, and perform corrective work as necessary to achieve the whole building air leakage rate specified in (a) above.

(c) Notify the Government at least three working days prior to the tests to provide the Government the opportunity to witness the tests. Provide the Government written test results confirming the results of all tests.

5.6. PLUMBING

5.6.1. STANDARDS AND CODES: The plumbing system shall conform to APPLICABLE CRITERIA.

5.6.2. PRECAUTIONS FOR EXPANSIVE SOILS: Where expansive soils are present, the design for underslab piping systemsand underground piping serving chillers, cooling towers, etc, shall include features to control forces resulting from soil heave. Some possible solutionsinclude, but are not necessarilylimited to, features such as flexible expansion joints, slip joints, horizontal offsets with ball joints, or multiple bell and spigot gasketed fittings. For structurally supported slabs, piping should be suspended from the structure with adequate space provided below the pipe for the anticipated soil movement.

5.6.3. HOT WATER SYSTEMS: For Hot Water heating and supply, providea minimum temp of 140 Deg F in the storage tank and a maximum of 110 Deg F at the fixture, unless specific appliances orequipment specifically require higher temperature water supply.

5.6.4. SIZING HOT WATER SYSTEMS: Unless otherwise specified or directed in paragraph 3, design in accordance with ASHRAE Handbook Series (appropriate Chapters), ASHRAE Standard 90.1, and the energy conservation requirements of the contract. Size and place equipment so that it is easily accessible and removable for repair or replacement.

5.6.5. JANITOR CLOSETS: In janitor spaces/room/closets, provide at minimum, a service sink with heavy duty shelf and wall hung mop and broom rack(s).

5.6.6. FLOOR DRAINS: As a minimum, provide floor drains in mechanical rooms and areas, janitor spaces/rooms/closets and any other area that requires drainage from fixtures or equipment, drain downs, condensate, as necessary.

5.6.7. NON-WATER USING URINALS: Not Used.

5.6.8. BUILDING WATER USE REDUCTION. Reduce building potable water use in each building 20 percent using IPC 2006 fixture performance requirements baseline except where precluded by other project requirements.

5.6.9. Do not use engineered vent or Sovent® type drainage systems.

5.6.10. Where the seasonal design temperature of the cold water entering a building is below the seasonal design dew point of the indoor ambient air, and where condensate drip will cause damage or create a hazard, insulate plumbing piping with a vapor barrier type of insulation to prevent condensation. Do not locate water or drainage piping over electrical wiring or equipment unless adequate protection against water (including condensation) damage is provided. Insulation alone is not adequate protection against condensation. Follow ASHRAE Fundamentals Chapter 23, Insulation for Mechanical Systems, IMC paragraph 1107 and International Energy Conservation Code for pipe insulation requirements.

5.7. ELECTRICAL AND TELECOMMUNICATIONS SYSTEMS

5.7.1. STANDARDS AND CODES: The electrical systems for all facilities shall conform to APPLICABLE CRITERIA.

5.7.2. MATERIALS AND EQUIPMENT: Materials, equipment and devices shall, as a minimum, meet the requirements of Underwriters Laboratories (UL) where UL standards are established for those items. Wiring for branch circuits shall be

copper. Motors larger than one-half horsepower shall be three phase. All electrical systems shall be pre-wired and fully operational unless otherwise indicated. Wall mounted electrical devices (power receptacles, communication outlets and CATV outlets) shall have matching colors, mounting heights and faceplates.

5.7.3. POWER SERVICE: Primary service from the base electrical distribution system to the pad-mounted transformer and secondary service from the transformer to the building service electrical equipment room shall be underground. See paragraph 6 for additional site electrical requirements.

5.7.3.1. Spare Capacity: Provide 10% space for future circuit breakers in all panelboards serving residential areas of buildings and 15% spaces in all other panelboards.

5.7.4. TELECOMMUNICATION SERVICE: The project's facilities must connect to the Installation telecommunications (voice and data) system tough the outside plant (OSP) telecommunications underground infrastructure cabling system per the I3A Criteria. Connect to the OSP cabling system from each facility main cross connect located in the telecommunications room.

5.7.5. LIGHTING: Lighting shall comply with the recommendations of the Illumination Engineering Society of North America (IESNA).

5.7.5.1. Interior Lighting: Interior lighting shall utilize electronic ballast and energy efficient fluorescent lamps with a Correlated Color Temperature of 4100K. Compact fluorescent fixtures shall have a Color Rendering Index of (CRI) of 82 or higher. Linear fluorescent fixtures shall have a CRI of 85 or higher. Fluorescent lamps shall be the low mercury type qualifying as non-hazardous waste upon disposal. Surface mounted fixtures shall not be used on acoustical tile ceilings. An un-switched fixture with emergency ballast shall be provided at each entrance to the building.

5.7.6. TELECOMMUNICATION SYSTEM: All building telecommunications cabling systems (BCS) and OSP telecommunications cabling system shall conform to APPLICABLE CRITERIA to include I3A Technical Criteriaand the UFC 3-580-01 Telecommunications Bldg Cabling Systems Planning/Design. An acceptable BCS encompasses, but is not limited to, copper and fiber optic (FO) entrance cable, termination equipment, copper and fiber backbone cable, copper and fiber horizontal distribution cable, workstation outlets, racks, cable management, patch panels, cable tray, cable ladder, conduits, grounding, and labeling.. Items included under OSP infrastructure encompass, but are not limited to, manhole and duct infrastructure, copper cable, fiber optic cable, cross connects, terminations, cable vaults, and copper and FO entrance cable.

5.7.6.1. Design, install, label and test all telecommunications systems in accordance with the I3A Criteria and ANSI/TIA/EIA 568, 569 (includes Addendum B-1), and 606 standards. A Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designer (RCDD) with at least 2 yrs related experience shall develop and stamp telecommunications design, and prepare the test plan. See paragraph 5.8.2.5 for design of environmental systems for Telecommunications Rooms.

5.7.6.2. The installers assigned to the installation of the telecommunications system or any of its components shall be regularly and professionally engaged in the business of the application, installation and testing of the specified telecommunications systems and equipment. Key personnel; i.e., supervisors and lead installers assigned to the installation of this system or any of its components shall be BCSI Registered Cabling Installers, Technician Level. Submit documentation of current BICSI certification for each of the key personnel. In lieu of BICSI certification, supervisors and installers shall

have a minimum of 5 years experience in the installation of the specified copper and fiber optic cable and components. They shall have factory or factory approved certification from each equipment manufacturer indicating that they are qualified to install and test the provided products.

5.7.6.3. Perform a comprehensive end to end test of all circuits to include all copper and fiber optic cables upon completion of the BCS and prior to acceptance of the facility. The BCS circuits include but are not limited to all copper and fiber optic(FO) entrance cables, termination equipment, copper and fiber backbone cable, copper and fiber horizontal distribution cable, and workstation outlets. Test in accordance with ANSI/EIA/TIA 568 standards. Use test instrumentation that meets or exceeds the standard. Submit the official test report to include test procedures, parameters tested, values, discrepancies and corrective actions in electronic format. Test and accomplish all necessary corrective actions to ensure that the government receives a fully operational, standards based, code compliant telecommunications system.

5.7.7. LIGHTNING PROTECTION SYSTEM: Provide a lightning protection system where recommended by the Lightning Risk Assessment of NFPA 780, Annex L.

5.8. HEATING, VENTILATING, AND AIR CONDITIONING

5.8.1. STANDARDS AND CODES: The HVAC system shall conform to APPLICABLE CRITERIA.

5.8.2. DESIGN CONDITIONS.

5.8.2.1 Outdoor and indoor design conditions shall be in accordance with UFC 3-410-01FA. Outdoor air and exhaust ventilation requirements for indoor air quality shall be in accordance with ASHRAE 62.1.

5.8.2.2 Design systems in geographical areas that meet the definition for high humidity in UFC 3-410-01FA in accordance with the special criteria for humid areas therein.

5.8.2.3 Cooling equipment may be oversized by up to 15 percent to account for recovery from night setforward. Heating equipment may be oversized by up to 30 percent to account for recovery from night setback. Design single zone systems and multi-zone systems to maintain an indoor design condition of 50% relative humidity for cooling only. For heating only where the indoor relative humidity is expected to fall below 20% for extended periods, add humidification to increase the indoor relative humidity to 30%. Provide ventilation air from a separate dedicated air handling unit (DOAU) for facilities using multiple single zone fan-coil type HVAC systems. Do not condition outside air through fan coil units. Avoid the use of direct expansion cooling coils in air handling units with constant running fans that handle outside air.

5.8.2.4 Locate all equipment so that service, adjustment and replacement of controls or internal components are readily accessible for easy maintenance.

5.8.2.5 Environmental Requirements for Telecommunications Rooms. Comply with ANSI/EIA/TIA 569-B and 569 ADDENDUN-B-1.

5.8.3. BUILDING AUTOMATION SYSTEM. Provide a Building Automation System consisting of a building control network , and integrate the building control network into the UMCS as specified.

The building control network shall be a single complete non-proprietary Direct Digital Control (DDC) system for control of the heating, ventilating and air conditioning (HVAC) systems as specified herein. The building control network shall be an Open implementation of LonWorks® technology using ANSI/EIA 709.1B as the only communications protocol and use only

LonMark Standard Network Variable Types (SNVTs), as defined in the LonMark® Resource Files, for communication between DDC Hardware devices to allow multi-vendor interoperability.

5.8.3.1. The building automation system shall be open in that it is designed and installed such that the Government or its agents are able to perform repair, replacement, upgrades, and expansions of the system without further dependence on the original Contractor. This includes, but is not limited to the following:

(a) Install hardware such that individual control equipment can be replaced by similar control equipment from other equipment manufacturers with no loss of system functionality.

(b) Necessary documentation (including rights to documentation and data), configuration information, configuration tools, programs, drivers, and other software shall be licensed to and otherwise remain with the Government such that the Government or its agents are able to perform repair, replacement, upgrades, and expansions of the system without subsequent or future dependence on the Contractor.

5.8.3.2. All DDC Hardware shall:

(a) Be connected to a TP/FT-10 ANSI/EIA 709.3 control network.

(b) Communicate over the control network via ANSI/EIA 709.1B exclusively.

(c) Communicate with other DDC hardware using only SNVTs

(d) Conform to the LonMark® Interoperability Guidelines.

(e) Be locally powered; link power (over the control network) is not acceptable.

(f) Be fully configurable via standard or user-defined configuration parameter types (SCPT or UCPT), standard network variable type (SNVT) network configuration inputs (*nci*), or hardware settings on the controller itself to support the application. All settings and parameters used by the application shall be configurable via standard or user-defined configuration parameter types (SCPT or UCPT), standard network variable type (SNVT) network configuration inputs (*nci*), or hardware settings on the controller itself

(g) Provide input and output SNVTs required to support monitoring and control (including but not limited to scheduling, alarming, trending and overrides) of the application. Required SNVTs include but are not limited to: SNVT outputs for all hardware I/O, SNVT outputs for all setpoints and SNVT inputs for override of setpoints.

(h) To the greatest extent practical, not rely on the control network to perform the application..

5.8.3.3. Controllers shall be Application Specific Controllers whenever an ASC suitable for the application exists. When an ASC suitable for the application does not exist use programmable controllers or multiple application specific controllers.

5.8.3.4. Application Specific Controllers shall be LonMark Certified whenever a LonMark Certified ASC suitable for the application exists. For example, VAV controllers must be LonMark certified.

5.8.3.5. Application Specific Controllers (ASCs) shall be configurable via an LNS plug-in whenever t an ASC with an LNS plug-in suitable for the application exists.

5.8.3.6. Each scheduled system shall accept a network variable of type SNVT_occupancy and shall use this network variable to determine the occupancy mode. If the system has not received a value to this network variable for more than 60 minutes it shall default to a configured occupancy schedule.

5.8.3.7. Gateways may be used provided that each gateway communicates with and performs protocol translation for control hardware controlling one and only one package unit.

5.8.3.8. Not Used

5.8.3.9. Perform all necessary actions needed to fully integrate the building control system. These actions include but are not limited to:

• Configure M&C Software functionality including: graphical pages for System Graphic Displays including overrides, alarm handling, scheduling, trends for critical values needing long-term or permanent monitoring via trends, and demand limiting.

• Install IP routers or ANSI/CEA-852 routers as needed to connect the building control network to the UMCS IP network. Routers shall be capable of configuration via DHCP and use of an ANSI/CEA-852 configuration server but shall not rely on these services for configuration. All communication between the UMCS and building networks shall be via the ANSI/CEA-709.1B protocol over the IP network in accordance with ANSI/CEA-852.

5.8.3.10. Provide the following to the Government for review prior to acceptance of the system:

• The latest version of all software and user manuals required to program, configure and operate the system.

• Points Schedule drawing that shows every DDC Hardware device. The Points Schedule shall contain the following information as a minimum:

o Device address and NodeID.

o Input and Output SNVTs including SNVT Name, Type and Description.

o Hardware I/O, including Type (AI, AO, BI, BO) and Description.

o Alarm information including alarm limits and SNVT information.

o Supervisory control information including SNVTs for trending and overrides.

o Configuration parameters (for devices without LNS plug-ins)

Example Points Schedules are available at https://eko.usace.army.mil/fa/besc/

• Riser diagram of the network showing all network cabling and hardware. Label hardware with ANSI.CEA-709.1 addresses, IP addresses, and network names.

• Control System Schematic diagram and Sequence of Operation for each HVAC system.

• Operation and Maintenance Instructions including procedures for system start-up, operation and shut-down, a routine maintenance checklist, and a qualified service organization list.

- LonWorks® Network Services (LNS®) database for the completed system.

- Quality Control (QC) checklist (below) completed by the Contractor's Chief Quality Control (QC) Representative

Table 5-1: QC Checklist

Instructions: Initial each item, sign and date verifying that the requirements have been met.		
#	Description	Initials
1	All DDC Hardware is installed on a TP/FT-10 local control bus.	
2	Communication between DDC Hardware is only via EIA 709.1B using SNVTs. Other protocols and network variables other than SNVTs have not been used.	
3	All sequences are performed using DDC Hardware.	
4	LNS Database is up-to-date and accurately represents the final installed system	
5	All software has been licensed to the Government	
6	M&C software monitoring displays have been created for all building systems, including all override and display points indicated on Points Schedule drawings.	
7	Final As-built Drawings accurately represent the final installed system.	
8	O&M Instructions have been completed and submitted.	
9	Connections between the UMCS IP network and ANSI/CEA-709.1B building networks are through ANSI/CEA-852 Routers.	
By signing below I verify that all requirements of the contract, including but not limited to the above, been met.		
Signature:_____ Date:_____		

5.8.3.11. Perform a Performance Verification Test (PVT) under Government supervision prior to system acceptance. During the PVT demonstrate that the system performs as specified, including but not limited to demonstrating that the system is Open and correctly performs the Sequences of Operation.

5.8.3.12. Provide a 1 year unconditional warranty on the installed system and on all service call work. The warranty shall include labor and material necessary to restore the equipment involved in the initial service call to a fully operable condition.

5.8.3.13. Provide training at the project site on the installed building system Upon completion of this training each student, using appropriate documentation, should be able to start the system, operate the system, recover the system after a failure, perform routine maintenance and describe the specific hardware, architecture and operation of the system.

5.8.4. TESTING, ADJUSTING AND BALANCING. Test and balance air and hydronic systems, using a firm certified for testing and balancing by the Associated Air Balance Council (AABC), National Environmental Balancing Bureau (NEBB), or the Testing Adjusting, and Balancing Bureau (TABB). The prime contractor shall hire the TAB firm directly, not through a subcontractor. Perform TAB in accordance with the requirements of the standard under which the TAB Firm's qualifications are approved, i.e., AABC MN-1, NEBB TABES, or SMACNA HVACTAB unless otherwise specified herein. All recommendations and suggested practices contained in the TAB Standard shall be considered mandatory. Use the provisions of the TAB Standard, including checklists, report forms, etc., as nearly as practicable to satisfy the Contract requirements. Use the TAB Standard for all aspects of TAB, including qualifications for the TAB Firm and Specialist and calibration of TAB instruments. Where the instrument manufacturer calibration recommendations are more stringent than those listed in the TAB Standard, adhere to the manufacturer's recommendations. All quality assurance provisions of the TAB Standard such as performance guarantees shall be part of this contract. For systems or system components not covered in the TAB Standard, the TAB Specialist shall develop TAB procedures. Where new procedures, requirements, etc., applicable to the Contract requirements have been published or adopted by the body responsible for the TAB Standard used

(AABC, NEBB, or TABB), the requirements and recommendations contained in these procedures and requirements are mandatory.

5.8.5. COMMISSIONING: Commission all HVAC systems and equipment, including controls, and all systems requiring commissioning for LEED Fundamental commissioning, in accordance with ASHRAE Guideline 1.1, ASHRAE Guideline 0 and LEED. Do not use the sampling techniques discussed in ASHRAE Guideline 1.1 and in ASHRAE Guideline 0. Commission 100% of the HVAC controls and equipment. The Contractor shall hire the Commissioning Authority (CA), certified as a CA by AABC, NEBB, or TABB, as described in Guideline 1.1. The CA will be an independent contractor and not an employee or subcontractor of the Contractor or any other subcontractor on this project, including the design professionals (i.e., the DOR or their firm(s)). The Contracting Officer's Representative will act as the Owner's representative in performance of duties spelled out under OWNER in Annex F of ASHRAE Guideline 0.

5.9. ENERGY CONSERVATION

5.9.1. The building including the building envelope, HVAC systems, service water heating, power, and lighting systems shall meet the Mandatory Provisions and the Prescriptive Path requirements of ASHRAE 90.1. Substantiation requirements are defined in Section 01 33 16, Design After Award.

5.9.2. Design all building systems and elements to meet the minimum requirements of ANSI/ASHRAE/IESNA 90.1. Design the buildings, including the building envelope, HVAC systems, service water heating, power, and lighting systems to achieve an energy consumption that is at least 30% below the consumption of a baseline building meeting the minimum requirements of ANSI/ASHRAE/IESNA Standard 90.1. Energy calculation methodologies and substantiation requirements are defined in Section 01 33 16, Design After Award.

5.9.3. Purchase Energy Star or FEMP designated products. The term "Energy Star product" means a product that is rated for energy efficiency under an Energy Star program. The term "FEMP designated product" means a product that is designated under the Federal Energy Management Program of the Department of Energy as being among the highest 25 percent of equivalent products for energy efficiency. When selecting integral sized electric motors, choose NEMA PREMIUM type motors that conform to NEMA MG 1, minimum Class F insulation system. Motors with efficiencies lower than the NEMA PREMIUM standard may only be used in unique applications that require a high constant torque speed ratio (e.g., inverter duty or vector duty type motors that conform to NEMA MG 1, Part 30 or Part 31).

5.9.4. Solar Hot Water Heating. Provide at least 30% of the domestic hot water requirements through solar heating methodologies, unless the results of a Life Cycle Cost Analysis (LCCA) developed utilizing the Building Life Cycle Cost Program (BLCC) which demonstrates that the solar hot water system is not life cycle cost effective in comparison with other hot water heating systems. The type of system will be established during the contract or task order competition and award phase, including submission of an LCCA for government evaluation to justify non-selection of solar hot water heating. The LCCA uses a study period of 25 years and the Appendix K utility cost information. The LCCA shall include life cycle cost comparisons to a baseline system to provide domestic hot water without solar components, analyzing at least three different methodologies for providing solar hot water to compare against the baseline system.

5.9.5. Process Water Conservation. When potable water is used to improve a building's energy efficiency, employ lifecycle cost effective water conservation measures, except where precluded by other project requirements.

5.9.6. Renewable Energy Features. The Government's goal is to implement on-site renewable energy generation for Government use when lifecycle cost effective. See Paragraph 6, PROJECT SPECIFIC REQUIREMENTS for renewable energy requirements for this project.

5.10. FIRE PROTECTION

5.10.1. STANDARDS AND CODES The fire protection system shall conform to APPLICABLE CRITERIA.

5.10.2. Inspect and test all fire suppression equipment and systems, fire pumps, and fire alarm and detection systems in accordance with the applicable NFPA standards. The fire protection engineer of record shall witness final tests. The fire protection engineer of record shall certify that the equipment and systems are fully operational and meet the contract requirements. Two weeks prior to each final test, the contractor shall notify, in writing, the installation fire department and the installation public work representative of the test and invite them to witness the test.

5.10.3. Fire Extinguisher Cabinets: Provide fire extinguisher cabinets and locations for hanging portable fire extinguishers in accordance with NFPA 10 Standard for Portable Fire Extinguishers.

5.10.4. Fire alarm and detection system: Required fire alarm and detection systems shall be the addressable type. Fire alarm initiating devices, such as smoke detectors, heat detectors and manual pull stations shall be addressable. When the system is in alarm condition, the system shall annunciate the type and location of each alarm initiating device. Sprinkler water flow alarms shall be zoned by building and by floor. Supervisory alarm initiating devices, such as valve supervisory switches, fire pump running alarm, low-air pressure on dry sprinkler system, etc. shall be zoned by type and by room location.

5.10.5. Fire Protection Engineer Qualifications: In accordance with UFC 3-600-01, FIRE PROTECTION ENGINEERING FOR FACILITIES**,** the fire protection engineer of record shall be a registered professional engineer (P.E.) who has passed the fire protection engineering written examination administered by the National Council of Examiners for Engineering and Surveys (NCEES), or a registered P.E. in a related engineering discipline with a minimum of 5 years experience, dedicated to fire protection engineering that can be verified with documentation.

5.11. SUSTAINABLE DESIGN

5.11.1. STANDARDS AND CODES: Sustainable design shall conform to APPLICABLE CRITERIA. See paragraph 6, PROJECT-SPECIFIC REQUIREMENTS for which version of LEED applies to this project. The LEED-NC Application Guide for Multiple Buildings and On-Campus Building Projects (AGMBC) applies to all projects. Averaging may be used for LEED compliance as permitted by the AGMBC but is restricted to only those buildings included in this project. Each building must individually comply with the requirements of paragraphs ENERGY CONSERVATION and BUILDING WATER USE REDUCTION.

5.11.2. LEED RATING, REGISTRATION, VALIDATION AND CERTIFICATION: See Paragraph PROJECT-SPECIFIC REQUIREMENTS for project minimum LEED rating/achievement level, for facilities that are exempt from the minimum LEED rating, for LEED registration and LEED certification requirements and for other project-specific information and requirements.

5.11.2.1. Innovation and Design Credits. LEED Innovation and Design (ID) credits are acceptable only if they are supported by formal written approval by GBCI (either published in USGBC Innovation and Design Credit Catalog or accompanied by a formal ruling from GBCI). LEED ID credits that require any Owner actions or commitments are acceptable only when

Owner commitment is indicated in paragraph PROJECT-SPECIFIC REQUIREMENTS or Appendix LEED Project Credit Guidance

5.11.3. OPTIMIZE ENERGY PERFORMANCE. : Project must earn, as a minimum, the points associated with compliance with paragraph ENERGY CONSERVATION. LEED documentation differs from documentation requirements for paragraph ENERGY CONSERVATION and both must be provided. For LEED-NC v2.2 projects you may substitute ASHRAE 90.1 2007 Appendix G in it's entirety for ASHRAE 90.1 2004 in accordance with USGBC Credit Interpretation Ruling dated 4/23/2008.

5.11.4. COMMISSIONING. See paragraph 5.8.5 COMMISSIONING for commissioning requirements. USACE templates for the required Basis of Design document and Commissioning Plan documents are available at http://en.sas.usace.army.mil/enWeb/ (click on Engineering Criteria) and may be used at Contractor's option.

5.11.5. DAYLIGHTING. Except where precluded by other project requirements, do the following in at least 75 percent of all spaces occupied for critical visual tasks: achieve a 2 percent glazing factor (calculated in accordance with LEED credit EQ8.1) OR earn LEED Daylighting credit, provide appropriate glare control and provide either automatic dimming controls or occupant-accessible manual lighting controls.

5.11.6. LOW-EMITTING MATERIALS. Except where precluded by other project requirements, use materials with low pollutant emissions, including but not limited to composite wood products, adhesives, sealants, interior paints and finishes, carpet systems and furnishings,

5.11.7. CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT. Except where precluded by other project requirements, earn LEED credit EQ 3.1 Construction IAQ Management Plan, During Construction and credit EQ 3.2 Construction IAQ Management Plan, Before Occupancy.

5.11.8. RECYCLED CONTENT. In addition to complying with section RECYCLED/RECOVERED MATERIALS, earn LEED credit MR4.1, Recycled Content, 10 percent except where precluded by other project requirements.

5.11.9. BIOBASED AND ENVIRONMENTALLY PREFERABLE PRODUCTS. Except where precluded by other project requirements, use materials with biobased content, materials with rapidly renewable content, FSC certified wood products and products that have a lesser or reduced effect on human health and the environment over their lifecycle to the maximum extent practicable.

5.11.10. FEDERAL BIOBASED PRODUCTS PREFERRED PROCUREMENT PROGRAM (FB4P). The Farm Security and Rural Investment Act (FSRIA) of 2002 required the U.S. Department of Agriculture (USDA) to create procurement preferences for biobased products that are applicable to all federal procurement (to designate products for biobased content). For all designated products that are used in this project, meet USDA biobased content rules for them except use of a designated product with USDA biobased content is not required if the biobased product (a) is not available within a reasonable time, (b) fails to meet performance standard or (c) is available only at an unreasonable price. For biobased content product designations, see http://www.biopreferred.gov/ProposedAndFinalItemDesignations.aspx.

5.12. CONSTRUCTION AND DEMOLITION (C&D) WASTE MANAGEMENT: Achievement of 50% diversion, by weight, of all non-hazardous C&D waste debris is required. Reuse of excess soils, recycling of vegetation, alternative daily cover, and wood to energy are not considered diversion in this context, however the Contractor must tracked and report it. A waste management plan and waste diversion reports are required, as detailed in Section 01 57 20.00 10, ENVIRONMENTAL

PROTECTION.

5.13. SECURITY (ANTI-TERRORISM STANDARDS): Unless otherwise specified in Project Specific Requirements, only the minimum protective measures as specified by the current Department of Defense Minimum Antiterrorism Standards for Buildings, UFC 4-010-01, are required for this project. The element of those standards that has the most significant impact on project planning is providing protection against explosives effects. That protection can either be achieved using conventional construction (including specific window requirements) in conjunction with establishing relatively large standoff distances to parking, roadways, and installation perimeters or through building hardening, which will allow lesser standoff distances. Even with the latter, the minimum standoff distances cannot be encroached upon. These setbacks will establish the maximum buildable area. All standards in Appendix B of UFC 4-010-01 must be followed and as many of the recommendations in Appendix C that can reasonably be accommodated should be included. The facility requirements listed in these specifications assume that the minimum standoff distances can be met, permitting conventional construction. Lesser standoff distances (with specific minimums) are not desired, however can be provided, but will require structural hardening for the building. See Project Specific Requirements for project specific siting constraints. The following list highlights the major points but the detailed requirements as presented in Appendix B of UFC 4-010-01 must be followed.

(a) Standoff distance from roads, parking and installation perimeter; and/or structural blast mitigation

(b) Blast resistant windows and skylights, including glazing, frames, anchors, and supports

(c) Progressive collapse resistance for all facilities 3 stories or higher

(d) Mass notification system (shall also conform to UFC 4-021-01, Mass Notification Systems)

(e) For facilities with mailrooms (see paragraph 3 for applicability) – mailrooms have separate HVAC systems and are sealed from rest of building

SECTION 01 32 01.00 10

PROJECT SCHEDULE

1.0 GENERAL

1.1 REFERENCES

1.2 QUALIFICATION

2.0 PRODUCTS (NOT APPLICABLE)

3.0 EXECUTION

3.1 GENERAL REQUIREMENTS

3.2 BASIS FOR PAYMENT AND COST LOADING

3.3 PROJECT SCHEDULE DETAILED REQUIREMENTS

3.4 PROJECT SCHEDULE SUBMISSIONS

3.5 SUBMISSION REQUIREMENTS

3.6 PERIODIC SCHEDULE UPDATE MEETINGS

3.7 REQUESTS FOR TIME EXTENSIONS

3.8 DIRECTED CHANGES

3.9 WEEKLY PROGRESS MEETINGS

3.10 OWNERSHIP OF FLOAT

3.11 TRANSFER OF SCHEDULE DATA INTO RMS/QCS

1.0 GENERAL

1.1. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

• U.S. ARMY CORPS OF ENGINEERS (USACE) ER 1-1-11 (1995) Progress, Schedules, and Network Analysis Systems http://www.usace.army.mil/publications/eng-regs/er1-1-11/entire.pdf

• Army Corps of Engineers ECB No. 2005-10, (31 August 2005) Scheduling Requirements for Testing of Mechanical Systems in Construction http://www.wbdg.org/ccb/ARMYCOE/COEECB/ecb_2005_10.pdf

1.2. QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of the schedule and all required updating (statusing) and preparation of reports. The authorized representative shall be experienced in scheduling projects similar in nature to this project and shall be experienced in the use of the scheduling software that meets the requirements of this specification.

2.0 PRODUCTS (Not Applicable)

3.0 EXECUTION

3.1. GENERAL REQUIREMENTS

3.1.1. Submit a project schedule as specified herein for approval showing the sequence in which the Contractor proposes to perform the work and dates on which the Contractor contemplates starting and completing all schedule activities. The scheduling of the entire project, including the design and construction sequences is required. Contractor management personnel shall actively participate in its development. Designers, subcontractors and suppliers working on the project shall also contribute in developing an accurate project schedule. The schedule must be a forward planning as well as a project monitoring tool. The approved project schedule shall be used to measure the progress of the work and to aid in evaluating requests for excusable time extensions. The schedule shall be cost loaded and activity coded as specified herein. The schedule will provide the basis for all progress payments. If the Contractor fails to submit any schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule

3.1.2. Status the schedule on at least a monthly basis, as specified herein. If in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.See paragraph 3.7.4.

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

contract.

3.2. BASIS FOR PAYMENT AND COST LOADING

The schedule shall be the basis for determining contract earnings during each update period and therefore the amount of each progress payment. Lack of an approved schedule update or qualified scheduling personnel will result in an inability of the Contracting Officer to evaluate contract earned value for the purposes of payment. Failure of the Contractor to provide all information, as specified herein will result in the disapproval of the preliminary, initial and subsequent schedule updates. In the event schedule revisions are directed by the Contracting Officer and those revisions have not been included in subsequent revisions or updates, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until such revisions to the project schedule have been made. Activity cost loading shall be reasonable as determined by the Contracting Officer. The aggregate value of all activities coded to a contract CLIN as specified herein shall equal the value of the CLIN on the Schedule.

3.3. PROJECT SCHEDULE DETAILED REQUIREMENTS

The computer software system utilized to produce and update the project schedule shall be capable of meeting all requirements of this specification. Failure of the Contractor to meet the requirements of this specification will result in the disapproval of the schedule. Scheduling software that meets the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER-1-1-11(1995) referenced herein are Primavera Project Planner (P3) by Primavera, and Open Plan by Deltek.

3.3.1. Use of the Critical Path Method

Use the Critical Path Method (CPM) of network calculation to generate the project schedule. Prepare the project schedule using the Precedence Diagram Method (PDM).

3.3.2. Level of Detail Required

Develop the project schedule to an appropriate level of detail. Failure to develop the project schedule to an appropriate level of detail, as determined by the Contracting Officer, will result in its disapproval. The Contracting Officer will consider, but is not limited to, the following characteristics and requirements to determine appropriate level of detail:

3.3.2.1. Activity Durations

Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. Less than 2 percent of all non-procurement activities shall have Original Durations (OD) greater than 20 work days or 30 calendar days. Procurement activities are defined herein.

3.3.2.2. Design and Permit Activities

Design and permit activities, including necessary conferences and follow-up actions and design package submission activities shall be included. The Contractor shall include the design schedule in the project schedule, showing the sequence of events involved in carrying out the project design tasks within the specific contract period. This shall be at a detailed level of scheduling sufficient to identify all major design tasks, including those that control the flow of work. The schedule shall include review and correction periods associated with each item.

3.3.2.3. Procurement Activities

The schedule must include activities associated with the submittal, approval, procurement, fabrication and delivery of long lead materials, equipment, fabricated assemblies and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 90 calendar days. A typical procurement sequence includes the string of activities: submit, approve, procure, fabricate, and deliver.

3.3.2.4. Mandatory Tasks

The following tasks must be included and properly scheduled:

3.3.2.4.1. Submission, review and acceptance of design packages

3.3.2.4.2. Submission of mechanical/electrical/information systems layout drawings

3.3.2.4.3. Submission and approval of O & M manuals

3.3.2.4.4. Submission and approval of as-built drawings

3.3.2.4.5. Submission and approval of 1354 data and installed equipment lists

3.3.2.4.6. Submission and approval of testing and air balance (TAB)

3.3.2.4.7. Submission of TAB specialist design review report

3.3.2.4.8. Submission and approval of fire protection specialist

3.3.2.4.9. Submission and approval of testing and balancing of HVAC plus commissioning plans and data. Develop the schedule logic associated with testing and commissioning of mechanical systems to a level of detail consistent with Engineering and Construction Bulletin (ECB) No. 2005-10 dated 31 August 2005.

3.3.2.4.10. Air and water balancing

3.3.2.4.11. HVAC commissioning

3.3.2.4.12. Controls testing plan submission

3.3.2.4.13. Controls testing

3.3.2.4.14. Performance Verification testing

3.3.2.4.15. Other systems testing, if required

3.3.2.4.16. Contractor’s pre-final inspection

3.3.2.4.17. Correction of punch list from Contractor’s pre-final inspection

3.3.2.4.18. Government’s pre-final inspection

3.3.2.4.19. Correction of punch list from Government's pre-final inspection

3.3.2.4.20. Final Inspection

3.3.2.5. Activity Responsibility Coding (RESP)

Assign Responsibility Code for all activities to the Prime Contractor, Subcontractor or Government agency responsible for performing the activity. Activities coded with a Government Responsibility code include, but are not limited to: Government approvals, Government design reviews, environmental permit approvals by State regulators, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements. Code all activities not coded with a Government Responsibility Code to the Prime Contractor or Subcontractor responsible to perform the work. Activities shall not have more than one Responsibility Code. Examples of acceptable activity code values are: DOR (for the designer of record); ELEC (for the electrical subcontractor); MECH (for the mechanical subcontractor); and GOVT (for USACE). Unacceptable code values are abbreviations of the names of subcontractors.

3.3.2.6. Activity Work Area Coding (AREA)

Assign Work Area code to activities based upon the work area in which the activity occurs. Define work areas based on resource constraints or space constraints that would preclude a resource, such as a particular trade or craft work crew from working in more than one work area at a time due to restraints on resources or space. Examples of Work Area Coding include different areas within a floor of a building, different floors within a building, and different buildings within a complex of buildings. Activities shall not have more than one Work Area Code. Not all activities are required to be Work Area coded. A lack of Work Area coding will indicate the activity is not resource or space constrained.

3.3.2.7. Contract Changes/Requests for Equitable Adjustment (REA) Coding (MODF)

Assign Activity code to any activity or sequence of activities added to the schedule as a result of a Contract Modification, when approved by Contracting Officer, with a Contract Changes/REA Code. Key all Code values to the Government's modification numbering system.

Any activity or sequence of activities added to the schedule as a result of alleged constructive changes made by the Government may be added to a copy of the current schedule, subject to the approval of the Contracting Officer. Assign Activity codes for these activities with a Contract Changes/REA Code. Key the code values to the Contractor's numbering system. Approval to add these activities does not necessarily mean the Government accepts responsibility and therefore liability for such activities and any associated impacts to the schedule, but rather the Government recognizes such activities are appropriately added to the schedule for the purposes of maintaining a realistic and meaningful schedule. Such activities shall not be Responsibility Coded to the Government unless approved. An activity shall not have more than one Contract Changes/REA Code

3.3.2.8. Contract Line Item (CLIN) Coding (BIDI)

Code all activities to the CLIN on the Contract Line Item Schedule to which the activity belongs. An activity shall not contain more than one CLIN Item Code. CLIN Item code all activities, even when an activity is not cost loaded.

3.3.2.9. Phase of Work Coding (PHAS)

Assign Phase of Work Code to all activities, based upon the phase of work in which the activity occurs. Code activities to either a Design Phase or a Construction Phase. Code fast track design and construction phases proposed by the Contractor to allow filtering and organizing the schedule by fast track design and construction packages. If the contract specifies construction phasing with separately defined performance periods, identify a Construction Phase Code to allow filtering and organizing the schedule accordingly. Each activity shall have only one Phase of Work code.

3.3.2.10. Category of Work Coding (CATW)

Assign Category of Work code to all Activities based upon the category of work which the activity belongs. Category of Work Code must include, but is not limited to: Design, Design Submittal, Construction Submittal, Approval, Acceptance, Procurement, Fabrication, Delivery, Weather Sensitive Installation, Non-Weather Sensitive Installation, Start Up, Test, and Turnover. Assign a Category of Work code to each activity. Each activity shall have only one Category of Work Code.

3.3.2.11. Definable Features of Work Coding (FOW1, FOW2, FOW3)

Assign a Definable Feature of Work Code to appropriate activities based on the definable feature of work to which the activity belongs. Definable Feature of Work is defined in Specification Section 01 45 04.00 10, Contractor Quality Control. An activity shall not have more than one Definable Feature of Work Code. Not all activities are required to be Definable Feature of Work Coded.

3.3.3. Scheduled Project Completion and Activity Calendars

The schedule interval shall extend from NTP date to the required contract completion date. The contract completion activity (End Project) shall finish based on the required contract duration in the accepted contract proposal, as adjusted for any approved contract time extensions. The first scheduled work period shall be the day after NTP is acknowledged by the Contractor. Schedule activities on a calendar to which the activity logically belongs. Activities may be assigned to a 7 day calendar when the contract assigns calendar day durations for the activity such as a Government Acceptance activity. If the Contractor intends to perform physical work less than seven days per week, schedule the associated activities on a calendar with non-work periods identified including weekends and holidays. Assign the Category of Work Code - Weather Sensitive Installation to those activities that are weather sensitive. Original durations must account for anticipated normal adverse weather. The Government will interpret all work periods not identified as non-work periods on each calendar as meaning the Contractor intends to perform work during those periods.

3.3.3.1. Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. Include as the first activity in the project schedule an activity called "Start Project" or “NTP”. The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, with a zero day duration.

3.3.3.2. Schedule Constraints and Open Ended Logic

Constrain completion of the last activity in the schedule by the contract completion date. Schedule calculations shall result in negative float when the calculated early finish date of the last activity is later than the contract completion date. Include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the contract completion date for the project, and with a zero day duration or by using the “project must finish by” date in the scheduling software. The schedule shall have no constrained dates other than those specified in the contract.

The use of artificial float constraints such as “zero fee float” or “zero total float” are typically prohibited. There shall only be 2 open ended activities: Start Project (or NTP) with no predecessor logic and End Project with no successor logic.

3.3.3.3. Early Project Completion

In the event the Preliminary or Initial project schedule calculates an early completion date of the last activity prior to the contract completion date, the Contractor shall identify those activities that it intends to accelerate and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. The last activity shall have a late finish constraint equal to the contract completion date and the schedule will calculate positive float. The Government will not approve an early completion schedule with zero float on the longest path. The Government is under no obligation to accelerate activities for which it is responsible to support a proposed early contract completion.

3.3.4. Interim Completion Dates

Constrain contractually specified interim completion dates to show negative float when the calculated early finish date of the last activity in that phase is later than the specified interim completion date.

3.3.4.1. Start Phase

Include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The “Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2. End Phase

Include as the last activity for a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the specified completion date for that phase and a zero day duration.

3.3.4.3. Phase “X” Hammock

Include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" hammock activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5. Default Progress Data Disallowed

Do not automatically update Actual Start and Finish dates with default mechanisms that may be included in the scheduling software. Activity Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the AS and AF dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's updated schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Disable program features which calculate one of these parameters from the other.

3.3.6. Out-of-Sequence Progress

Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval by the Contracting Officer. Propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule. Correct out of sequence progress that continues for more than two update cycles by logic revision, as approved by the Contracting Officer.

3.3.7. Negative Lags and Start to Finish Relationships

Lag durations contained in the project schedule shall not have a negative value. Do not use Start to Finish relationships (SF).

3.3.8. Calculation Mode

Schedule calculations shall retain the logic between predecessors and successors even when the successor activity starts and the predecessor activity has not finished. Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied (“progress override”) will not be allowed.

3.3.9. Milestones

The schedule must include milestone activities for each significant project event including but not limited to: milestone activities for each fast track design package released for construction; design complete; foundation/substructure construction complete; superstructure construction complete; building dry-in or enclosure complete to allow the initiation of finish activities; permanent power complete; and building systems commissioning complete.

3.4. PROJECT SCHEDULE SUBMISSIONS

Provide the submissions as described below. The data CD, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1. Preliminary Project Schedule Submission

Submit the Preliminary Project Schedule, defining the Contractor's planned operations for the first 90 calendar days for approval within 15 calendar days after the NTP is acknowledged. The approved Preliminary Project Schedule will be used for payment purposes not to exceed 90 calendar days after NTP. Completely cost load the Preliminary Project Schedule to balance the contract award CLINS shown on the Price Schedule. Detail it for the first 90 calendar days. It may be summary in nature for the remaining performance period. It must be early start and late finish constrained and logically tied as previously specified. The Preliminary Project Schedule forms the basis for the Initial Project Schedule specified herein and must include all of the required Plan and Program preparations, submissions and approvals identified in the contract (for example, Quality Control Plan, Safety Plan, and Environmental Protection Plan) as well as design activities, the planned submissions of all early design packages, permitting activities, design review conference activities and other non-construction activities intended to occur within the first 90 calendar days. Schedule any construction activities planned for the first 90 calendar days after NTP. Constrain planned construction activities by Government acceptance of the associated design package(s) and all other specified Program and Plan approvals. Activity code any activities that are summary in nature after the first 90 calendar days with Responsibility Code (RESP) and Feature of Work code (FOW1, FOW2, FOW3)

3.4.2. Initial Project Schedule Submission

Submit the Initial Project Schedule for approval within 42 calendar days after NTP. The schedule shall demonstrate a reasonable and realistic sequence of activities which represent all work through the entire contract performance period. The Initial Schedule shall be at a reasonable level of detail as determined by the Contracting Officer. The schedule shall include detailed design and permitting activities, including but not limited to identification of individual design packages, design submission, reviews and conferences; permit submissions and any required Government actions; and long lead procurement activities required prior to design completion. The Initial Project Schedule shall include the entire construction sequence and all fast track construction activities, with as much detail as is known at the time but, as a minimum, shall include all construction start and completion milestone activities, and detailed construction activities through the dry-in milestone, including all activity coding and cost loading. Include the remaining construction, including cost loading, but it may be scheduled summary in nature. As the design proceeds and design packages are developed, fully detail the remaining construction activities concurrent with the monthly schedule updating process. Constrain construction activities by Government acceptance of associated designs. When the design is complete, incorporate into the then approved schedule update all remaining detailed construction activities that are planned to occur after the dry-in milestone.

3.4.3. Design Package Schedule Submission:

With each design package submitted to the Government, submit a frag-net schedule extracted from the then current Preliminary, Initial or Updated schedule which covers the activities associated with that Design Package including construction, procurement and permitting activities.

3.4.4. Periodic Schedule Updates

Based on the result of the meeting specified in PERIODIC SCHEDULE UPDATE MEETINGS, submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made. Update the schedule to include detailed procurement and construction activities as the design progresses, but not later than the submission of the final, un-reviewed design submission for each separate design package. The Contracting Officer may require submission of detailed schedule activities for any distinct construction that is started prior to submission of a final design submission, if such activity is authorized.

3.4.5. Standard Activity Coding Dictionary

Use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used. A template SDEF compatible schedule backup file (sdef.prx) is available on the QCS website: www.rmssupport.com. The SDEF format is as follows:

Field	Activity Code	Length	Description
1	WRKP	3	Workers per Day
2	RESP	4	Responsible Party (e.g. GC, subcontractor, USACE)
3	AREA	4	Area of Work

4	MODF	6	Modification or REA number
5	BIDI	6	Bid Item (CLIN)
6	PHAS	2	Phase of Work
7	CATW	1	Category of Work
8	FOW1	10	Feature of Work (used up to 10 characters in length)
9	FOW2	10	Feature of Work (used up to 20 characters in length)
10	FOW3	10	Feature of Work (used up to 30 characters in length)

3.5. SUBMISSION REQUIREMENTS

Submit the following items for the Preliminary Schedule, Initial Schedule, and every Periodic Schedule Update throughout the life of the project:

3.5.1. Data CD’s

Provide two sets of data CD’s containing the project schedule in the backup format. Each CD shall also contain all previous update backup files. File medium shall be CD. Label each CD, indicating the type of schedule (Preliminary, Initial, Update), full contract number, Data Date and file names. Each schedule shall have a unique file name as determined by the Contractor.

3.5.2. Narrative Report

Provide a Narrative Report with the Preliminary, Initial, and each Periodic Update of the project schedule, as the basis of the progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths where the total float is less than or equal to 20 work days, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to communicate to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through its analysis. Identify and explain why any activities that, based their calculated late dates, should have either started or finished during the update period but did not.

3.5.3. Approved Changes Verification

Include only those project schedule changes in the schedule submission that have been previously approved by the Contracting Officer. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4. Schedule Reports

The format, filtering, organizing and sorting for each schedule report shall be as directed by the Contracting Officer. Typically reports shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start

Date, Early Finish Date, Late Start Date, Late Finish Date Total Float, Actual Start Date, Actual Finish Date, and Percent Complete. The following lists typical reports that will be requested. One or all of these reports may be requested for each schedule submission.

3.5.4.1. Activity Report

A list of all activities sorted according to activity number.

3.5.4.2. Logic Report

A list of detailed predecessor and successor activities for every activity in ascending order sorted by activity number.

3.5.4.3. Total Float Report

A list of all incomplete activities sorted in ascending order of total float. List activities which have the same amount of total float in ascending order of Early Start Dates. Do not show completed activities on this report.

3.5.4.4. Earnings Report by CLIN

A compilation of the Contractor's Total Earnings on the project from the NTP to the data date. This report shall reflect the earnings of specific activities based on the agreements made in the schedule update meeting defined herein. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining progress payments. Group activities by CLIN Item number and sort by activity number. This report shall: sum all activities coded to a particular CLIN and provide a CLIN Item percent earned value; and complete and sum CLIN items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5. Network Diagram

The network diagram is required for the Preliminary, Initial and Periodic Updates. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1. Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. Show the activity number, description, duration, and estimated earned value on the diagram.

3.5.5.2. Project Milestone Dates

Show dates on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3. Critical Path

Clearly show the critical path.

3.5.5.4. Banding

Organize activities as directed to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5. S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6. PERIODIC SCHEDULE UPDATE MEETINGS

Conduct periodic schedule update meetings for the purposes of reviewing the Contractor's proposed out of sequence corrections, determining causes for delay, correcting logic, maintaining schedule accuracy and determining earned value. Meetings shall occur at least monthly within five days of the proposed schedule data date and after the Contractor has updated the schedule with Government concurrence respecting actual start dates, actual finish dates, remaining durations and percent complete for each activity it intend to status. Match the actual start and finish dates with the dates exported, as described in paragraph 3.3.5. Provide a computer with the scheduling software loaded and a projector during the meeting which allows all meeting participants to view the proposed schedule update during the meeting. The meeting and resultant approvable schedule update shall be a condition precedent to a formal submission of the update as described in SUBMISSION REQUIREMENTS and to the submission of an invoice for payment. The meeting will be a working interactive exchange which will allow the Government and the Contractor the opportunity review the updated schedule on a real time and interactive basis. The Contractor's authorized scheduling representative will organize, sort, filter and schedule the update as requested by the Government. The meeting will last no longer than 8 hours. A rough draft of the proposed activity logic corrections and narrative report shall be provided to the Government 48 hours in advance of the meeting. The Contractor's Project Manager and Authorized Scheduler shall attend the meeting with the Authorized Representative of the Contracting Officer.

3.6.1. Update Submission Following Progress Meeting

Submit a complete update of the project schedule containing all approved progress, revisions, and adjustments, pursuant to paragraph SUBMISSION REQUIREMENTS not later than 4 working days after the periodic schedule update meeting, reflecting only those changes made during the previous update meeting.

3.6.2. Activity Statusing

Statusing information, including Actual Start Dates (AS), Actual Finish Dates (AF), Remaining Durations (RD) and Percent Complete shall be subject to the approval of the Government prior to the meeting. As a minimum, address the following items on an activity by activity basis during each progress meeting:

3.6.2.1. Actual Start and Finish Dates

Accurately status the AS and/or AF dates for each activity currently in-progress or completed since the last update The Government may allow an AF date to be assigned with the percent complete less than 100% to account for the value of work remaining but not restraining successor activities. Only assign AS dates when actual progress occurs on an activity.

3.6.2.2. Remaining Duration

Update the estimated RD for all incomplete activities independent of Percent Complete. Remaining durations may exceed the activity OD or may exceed the activity's prior update RD if the Government considers the current OD or RD to be

understated based on current progress, insufficient work crews actually manning the job, unrealistic OD or deficiencies thatmust be corrected that restrain successor activities.

3.6.2.3. Percent Complete

Update the percent complete for each activity started, based on the realistic assessment of earned value. Activities which are complete but for remaining minor punch list work and which do not restrain the initiation of successor activities may be statused 100 percent complete. To allow for proper schedule management, cost load the correction of punch list from Government pre-final inspection activity(ies) not less than 1% of the total contract value, which activity(ies) may be statused 100 percent complete upon completion and correction of all punch list work identified during Government pre-final inspection(s).

3.6.2.4. Logic Changes

Specifically identify and discuss all logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, and other changes that have been made pursuant to contract provisions. The Government will only approve logic revisions for the purpose of keeping the schedule valid in terms of its usefulness in calculating a realistic completion date, correcting erroneous logic ties, and accurately sequencing the work.

3.6.2.5. Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule that does not represent the actual or planned prosecution and progress of the work.

3.7. REQUESTS FOR TIME EXTENSIONS

In the event the Contractor believes it is entitled to an extension of the contract performance period, completion date, or any interim milestone date, furnish the following for a determination by the Contracting Officer: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of excusable delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is a condition precedent to any approvals by the Government. In response to each Request For Proposal issued by the Government, the Contractor shall submit a schedule impact analysis demonstrating whether or not the change contemplated by the Government impacts the critical path.

3.7.1. Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with its request. The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information.

Actual delays that are found to be caused by the Contractor's own actions, which result in a calculated schedule delay, will not be a cause for an extension to the performance period, completion date, or any interim milestone date.

3.7.2. Submission Requirements

Submit a justification for each request for a change in the contract completion date of less than 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

3.7.2.1. A list of affected activities, with their associated project schedule activity number.

3.7.2.2. A brief explanation of the causes of the change

3.7.2.3. An analysis of the overall impact of the changes proposed.

3.7.2.4. A sub-network of the affected area

Identify activities impacted in each justification for change by a unique activity code contained in the required data file.

3.7.3. Additional Submission Requirements

The Contracting Officer may request an interim update with revised activities for any requested time extension of over 2 weeks. Provide this disk within 4 days of the Contracting Officer's request.

3.7.4. If Progress Falls Behind the Approved Project Schedule

3.7.4.1. Should progress fall behind the approved schedule (more than 20 work days of negative float) due to Contractor generated problems, promptly provide a supplemental recovery or completion schedule that illustrates its efforts to regain time to assure a completion by the required contract completion date.

3.7.4.2. The supplemental recovery or completion schedule will not replace the original, approved schedule as the official contract schedule. Continue to update the original, approved schedule on at least a monthly basis. In addition, the Contractor and the Contracting Officer will monitor the supplemental recovery or completion schedule on at least a bi-weekly basis to determine its effect on regaining the rate of progress to assure project completion by the contractually required completion date.

3.7.4.3. Do not artificially improve progress by simply revising the schedule logic, modifying or adding constraints, or shortening future work activity durations. Resource and manpower load the supplemental recovery schedule or completion schedule with crew size and productivity for each remaining activity, indicating overtime, weekend work, and/or double shifts needed to regain the schedule, in accordance with FAR 52.236.15, without additional cost to the Government. Indicate assumptions made and the basis for any logic, constraint, or duration changes used in the creation of the supplemental recovery or completion schedule in a narrative submitted for the Contracting Officer’s approval. Any additional resources or manpower must be evident at the work site. Do not modify the official contract schedule to include these assumptions.

3.7.4.4. Failure to perform work and maintain progress in accordance with the supplemental recovery or completion schedule may result in an interim and final unsatisfactory performance rating and/or may result in corrective action by the Contracting Officer in accordance with FAR 52.236-15.

3.8. DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The Contracting Officer will approve proposed revisions to the schedule prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9. WEEKLY PROGRESS MEETINGS

3.9.1. The Government and the Contractor shall meet weekly (or as otherwise mutually agreed to) between the meetings described in paragraph PERIODIC SCHEDULE UPDATE MEETINGS for the purpose of jointly reviewing the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The Contractor’s Project Manager and the Authorized Representative of the Contracting Officer shall attend. The weekly progress meeting will address the status of RFI’s, RFP’s and Submittals.

3.9.2. Provide a bar chart produced by the scheduling software, organized by Total Float and Sorted by Early Start Date, and a two week “look-ahead” schedule by filtering all schedule activities to show only current ongoing activities and activities schedule to start during the upcoming two weeks, organized by Work Area Code (AREA) and sorted by Early Start Date.

3.9.3. The Government and the Contractor shall jointly review the reports. If it appears that activities on the longest path(s) which are currently driving the calculated completion date (driving activities), are not progressing satisfactorily and therefore could jeopardize timely project completion, corrective action must be taken immediately. Corrective action includes but is not limited to: increasing the number of work crews; increasing the number of work shifts; increasing the number of hours worked per shift; and determining if Government responsibility coded activities require Government corrective action.

3.10. OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

3.11. TRANSFER OF SCHEDULE DATA INTO RMS/QCS

The Contractor shall download and upload the schedule data into the Resident Management System (RMS) prior to RMS databases being transferred to the Government and is considered to be additional supporting data in a form and detail required by the Contracting Officer pursuant to FAR 52.232-5 - Payments under Fixed-Price Construction Contracts. The receipt of a proper payment request pursuant to FAR 52.232-27 - Prompt Payment for Construction Contracts is contingent upon the Government receiving both acceptable and approvable hard copies and electronic export from QCS of the application for progress payment.

SECTION 01 33 00

SUBMITTAL PROCEDURES

1.0 GENERAL

1.1 DEFINITIONS

1.2 NOT USED

1.3 SUBMITTAL CLASSIFICATION

1.4 APPROVED OR CONCURRED WITH SUBMITTALS

1.5 DISAPPROVED SUBMITTALS

1.6 WITHHOLDING OF PAYMENT

1.7 GENERAL

1.8 SUBMITTAL REGISTER

1.9 SCHEDULING

1.10 TRANSMITTAL FORM (ENG FORM 4025)

1.11 SUBMITTAL PROCEDURES

1.12 CONTROL OF SUBMITTALS

1.13 GOVERNMENT APPROVED SUBMITTALS

1.14 INFORMATION ONLY SUBMITTALS

1.15 STAMPS

1.0 GENERAL

1.1. DEFINITIONS

1.1.1. Submittal

Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

1.1.2. Submittal Descriptions (SD)

Submittals requirements are specified in the technical sections. Submittals are identified by SD numbers and titles as follows.

SD-01 Preconstruction Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Construction Progress Schedule.
- Submittal register.
- Schedule of prices.
- Accident Prevention Plan.
- Work plan.
- Quality control plan.
- Environmental protection plan.

SD-02 Shop Drawings

- Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.
- Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.
- Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

- Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

• Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

• Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

• Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

• Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies that are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

• Calculations, mix designs, analyses or other data pertaining to a part of work.

• Design submittals, design substantiation submittals and extensions of design submittals.

SD-06 Test Reports

• Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

• Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

• Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

• Investigation reports.

• Daily checklists.

• Final acceptance test and operational test procedure.

SD-07 Certificates

• Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

• Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

• Confined space entry permits.

• Text of posted operating instructions.

SD-08 Manufacturer's Instructions

• Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

• Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

• Factory test reports.

SD-10 Operation and Maintenance Data

• Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

SD-11 Closeout Submittals

• Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

1.1.3. Approving Authority

Office authorized to approve submittal.

1.1.4. Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.2. Not Used

1.3. SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1. Designer of Record Approved (DA)

1.3.1.1. Designer of Record (DOR) approval is required for all extensions of design, critical materials, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction", they are considered to be "shop drawings". Provide the Government the number of copies designated hereinafter of all DOR approved submittals, after the DOR has taken appropriate action. The DOR shall ensure that submittals conform to the Solicitation, the Accepted Proposal

and the completed design, however see below for those submittals proposing a deviation to the contract or a substitution of a material, system, or piece of equipment that was identified by manufacturer, brand name or model description in the accepted contract proposal.

1.3.1.2 The DOR shall ensure that the submittals comply with all applicable Buy American Act and Trade Agreement Act clauses in the contract. The DOR may confer with the Contracting Officer's Representative for advice and interpretation of those clauses, as necessary.

1.3.1.3 The Government may, but is not required to, review any or all DOR approved submittals for conformance to the solicitation, accepted proposal and the completed design. Except for submittals designated as deviating from the Solicitation, the Accepted Proposal or completed design, the Contractor may proceed with acquisition and installation upon DOR approval. Government Approved (GA)

1.3.2 Government Approved (GA)

Government approval is required for any item specifically designated as requiring Government approval in the Solicitation, for internal and external color finish selections and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.3.3 Government Conformance Review of Design (CR)

The Government will review all intermediate and final design submittals for conformance with the technical requirements of the solicitation. Section 01 33 16 DESIGN AFTER AWARD covers the design submittal and review process in detail. Review will be only for conformance with the applicable codes, standards and contract requirements. Design data includes the design documents described in Section 01 33 16 DESIGN AFTER AWARD. Generally, design submittals should be identified as SD-05 Design Data submittals.

1.3.4 Designer of Record Approved/Government Conformance Review (DA/CR)

1.3.4.1 Deviations to the Accepted Design. Designer of Record approval and the Government’s concurrence are required for any proposed deviation from the accepted design which still complies with the contract (the Solicitation and Accepted Proposal) before the Contractor is authorized to proceed with material acquisition or installation. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction", they are considered to be "shop drawings.” If necessary to facilitate the project schedule, the Contractor and the DOR may discuss a submittal proposing a deviation with the Contracting Officer's Representative prior to officially submitting it to the Government. However, the Government reserves the right to review the submittal before providing an opinion, if it deems it necessary. In any case, the Government will not formally agree to or provide a preliminary opinion on any deviation without the DOR's approval or recommended approval. The Government reserves the right to non-concur with any deviation from the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

1.3.4.2 Substitutions. Unless prohibited or provided for otherwise elsewhere in the Contract, where the accepted contract proposal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, and the Contractor desires to substitute manufacturer or model after award, submit a requested substitution for Government concurrence. Include substantiation, identifying information and the DOR’s approval, as meeting the contract requirements and that it is equal in function, performance, quality and salient features to that in the accepted contract proposal.

1.3.5 Designer of Record Approved/Government Approved (DA/GA)

Any proposed deviation to the solicitation and/or the accepted proposal constitutes a change to the contract. In addition to the above stated requirements for proposed deviations to the accepted design, both Designer of Record and Government Approval and, where applicable, a contract modification are required before the Contractor is authorized to proceed with material acquisition or installation for any proposed deviation to the contract. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction", they are considered to be "shop drawings". The Government reserves the right to accept or reject any such proposed deviation at its discretion.

1.3.6. Information Only

All submittals not requiring Designer of Record or Government approval will be for information only. Provide “For Information Only” copies of all submittals not requiring Government approval or concurrence, after the Designer of Record has taken the appropriate action.

1.4. APPROVED OR CONCURRED WITH SUBMITTALS

Do not construe theContracting Officer's approval of or concurrence with submittals as a complete check, but only that design, general method of construction, materials, detailing and other information appear to meet the Solicitation and Accepted Proposal. Approval or concurrence will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for design, dimensions, all design extensions, such as the design of adequate connections and details, etc., and the satisfactory construction of all work. The Government won’t consider re-submittals for the purpose of substituting previously approved materials or equipment unless accompanied by an explanation of why a substitution is necessary.

1.5. DISAPPROVED SUBMITTALS

Make all corrections required by the Contracting Officer, obtain the Designer of Record's approval when applicable, and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. Resubmit any"information only" submittal found to contain errors or unapproved deviations from the Solicitation or Accepted Proposal as one requiring "approval" action, requiring both Designer of Record and Government approval. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, provide promptnotice in accordance with the Contract Clause "Changes" to the Contracting Officer.

1.6. WITHHOLDING OF PAYMENT

No payment for materials incorporated in the work will be made if all required Designer of Record or required Government approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.7. GENERAL

Make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete

and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, the Contractor's Quality Control (CQC) System Manager and the Designer of Record, if applicable, shall check, approve, sign and stamp all items , indicating action taken. Clearly identify proposed deviations from the contract requirements. Include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Schedule and make submittals requiring Government approval prior to the acquisition of the material or equipment covered thereby. Pick up and dispose of samples remaining upon completion of the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.8. SUBMITTAL REGISTER (GA)

Develop a complete list of submittals, including each separate design package submittal. ubmit the initial submittal register within 15 days after Notice to Proceed, including, as a minimum, the design packages and other initial submittals required elsewhere in the contract. The Designer of Record shall identify required submittals in the specifications, and use the list to prepare the Submittal Register, utilizing the government-provided software, QCS (see Section 01 45 01.10), to create the ENG Form 4288.Appendix R is a preliminary submittal register input form for use with the Quality Management System and the Resident Office Management System (QCS and RMS). The Government will provide the Contractor the actual Excel Spreadsheet version of this sample input form after award to modify and to use for input into QCS. The Excel Spreadsheet is not totally inputable into QCS, so additional keystroke input will be necessary. The sample input form is not all-inclusive. In addition, additional submittals may be required by other parts of the contract. After award, the parties will meet to discuss contract specific (or task order specific for a task order contract) distribution for the submittals all-inclusive and additional submittals may be required by other parts of the contract. <REV>Develop and complete the submittal register as the design is completed. Submit it to the Contracting Officer with the un-reviewed final design package submission or as soon as the design specifications are completed, if before the final design submission. When applicable, if the Contractor elects to fast track design and construction, using multiple design package submissions, updatethe submittal register to reflect the submittals associated with each design submission, clearly denoting all revisions to the previous submission. The submittal register serves as a scheduling document for submittals and for control of submittal actions throughout the contract period. Coordinate the submit dates and need dates used in the submittal register with dates in the Contractor prepared progress schedule. Submit monthly updates to the submittal register showing the Contractor action codes and actual dates with Government action codes and actual dates or until all submittals have been satisfactorily completed. Revise and submit the submittal register when revising the progress schedule.

1.9. SCHEDULING

Schedule submittals covering component items forming a system or items that are interrelated </REV>to be coordinated and submitted concurrently. <REV>Schedule certifications to be submitted with the pertinent drawings. Allow adequate time (a minimum of 15 calendar days exclusive of mailing time) and show on the register for those items requiring Government approval or concurrence. No delay damages or time extensions will be allowed for time lost in late submittals by the Contractor.

1.10. TRANSMITTAL FORM (ENG FORM 4025)

Use the transmittal form (ENG Form 4025) for submitting submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor or are included in the QCS software if the Contractor is required to use QCS for this contract. Use a separate transmittal form for each specification section Complete this form by filling out all the heading blank spaces and identify each item submitted. Exercise special care to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.11. SUBMITTAL PROCEDURES

Make submittals as follows:

1.11.1. Procedures

The Government will further discuss detailed submittal procedures with the Contractor at the Post-Award Conference.

1.11.2. Deviations

For submittals which include proposed deviations requested by the Contractor, check the column "variation" of ENG Form 4025. Set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.12. CONTROL OF SUBMITTALS

Carefully control procurement operations to ensure that each individual submittal is made on or before the scheduled submittal date shown on the approved "Submittal Register."

1.13. GOVERNMENT APPROVED OR CONCURRED WITH SUBMITTALS

Upon completion of review of submittals requiring Government approval or concurrence, the Government will stamp and date the submittals as approved or concurred.. The Government will retain [not supplied] copies of the submittal and return [not supplied] copy(ies) of the submittal.

1.14. INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.15. STAMPS

Use stamps similar to the following on the submittal data to certify that the submittal meets contract requirements:

	CONTRACTOR	

	(FIRM NAME)	
	Approved	
	Approved with corrections as noted on submittal data and/or attached sheet(s)	
Signature:		
Title:		
Date:		

For design-build construction, both the Contractor Quality Control System Manager and the Designer of Record shall stamp and sign to certify that the submittal meets contract requirements.

SECTION 01 33 16

DESIGN AFTER AWARD

GENERAL INFORMATION

INTRODUCTION

DESIGNER OF RECORD

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INTERIM DESIGN REQUIREMENTS

Drawings

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LEED Documentation

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Building Rendering

Interim Building Design Contents

FINAL DESIGN REVIEWS AND CONFERENCES

FINAL DESIGN REQUIREMENTS

Drawings

Design Analysis

Specifications

Submittal Register

Preparation of DD Form 1354 (Transfer of Real Property)

Acceptance and Release for Construction

DESIGN COMPLETE CONSTRUCTION DOCUMENT REQUIREMENTS

SUBMITTAL DISTRIBUTION, MEDIA AND QUANTITIES

Submittal Distribution and Quantities

Web based Design Submittals

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AS-BUILT DOCUMENTS

ATTACHMENT A STRUCTURAL INTERIOR DESIGN (SID) REQUIREMENTS

ATTACHMENT B FURNITURE, FIXTURES AND EQUIPMENT REQUIREMENTS

ATTACHMENT C TRACKING COMMENTS IN DRCHECKS

ATTACHMENT D SAMPLE FIRE PROTECTION AND LIFE SAFETY CODE REVIEW

ATTACHMENT E LEED SUBMITTALS

ATTACHMENT F BUILDING INFORMATION MODELING REQUIREMENTS

ATTACHMENT G DESIGN SUBMITTAL DIRECTORY AND SUBDIRECTORY FILE ARRANGEMENT

GENERAL INFORMATION

INTRODUCTION

The information contained in this section applies to the design required after award. After award, the Contractor will develop the accepted proposal into the completed design, as described herein.

The Contractor may elect to fast track the design and construction that is, proceed with construction of parts of the sitework and facilities prior to completion of the overall design. To facilitate fast tracking, the Contractor may elect to divide the design into no more than ten (10) design packages per major facility type and no more than three (3) design packages for site and associated work. The Contractor shall designate how it will package the design, consistent with its overall plan for permitting (where applicable) and construction of the project. See Sections 01 33 00 SUBMITTAL PROCEDURES and 01 32 01.00 10 PROJECT SCHEDULE for requirements for identifying and scheduling the design packaging plan in the submittal register and project schedule. See also Sections 01 10 00 STATEMENT OF WORK and 01 57 20.00 10 ENVIRONMENTAL PROTECTION for any specified permit requirements. If early procurement of long-lead item construction materials or installed equipment, prior to completion of the associated design package, is necessary to facilitate the project schedule, the Contractor shall also identify those long-lead items and how it will assure design integrity of the associated design package to meet the contract requirements (The Contract consists of the Solicitation requirements and the accepted proposal). Once the Government is satisfied that the long-lead items meet the contract requirements, the Contracting Officer will allow the Contractor to procure the items at its own risk.

The Contractor may proceed with the construction work included in a separate design package after the Government has reviewed the final (100%) design submission for that package, review comments have been addressed and resolved to the Government's satisfaction and the Contracting Officer (or the Administrative Contracting Officer) has agreed that the design package may be released for construction.

INTEGRATED DESIGN. To the maximum extent permitted for this project, use a collaborative, integrated design process for all stages of project delivery with comprehensive performance goals for siting, energy, water, materials and indoor environmental quality and ensures incorporation of these goals. Consider all stages of the building lifecycle, including deconstruction.

DESIGNER OF RECORD

The Design-Build Contractor (“Design-Builder”, “D-B” or simply “Contractor”) shall identify, for approval, the Designer of Record (“DOR”) that will be responsible for each area of design. One DOR may be responsible for more than one area. All areas of design disciplines shall be accounted for by a listed, Professional Registered, DOR. The DOR’s shall stamp, sign, and date each design drawing and other design deliverables under their responsible discipline at each design submittal stage (see contract clause Registration of Designers). If the deliverables are not ready for release for construction, they should be identified as "preliminary" or "not for release for construction" or by using some other appropriate designation. The DOR(s) shall also be responsible for maintaining the integrity of the design and for compliance with the contract requirements through construction and documentation of the as-built condition by coordination, review and approval of extensions of design, material, equipment and other construction submittals, review and approval or disapproval of requested deviations to the accepted design or to the contract, coordination with the Government of the above activities, and by performing other typical professional designer responsibilities.

PRODUCTS (Not Applicable)

EXECUTION

PRE-WORK ACTIVITIES & CONFERENCES

Design Quality Control Plan

The DB Contractor shall submit for Government acceptance, a Design Quality Control Plan in accordance with Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL before design may proceed.

Post Award Conference

The government will conduct a post award contract administration conference at the project site, as soon as possible after contract award. This will be coordinated with issuance of the contract notice to proceed (NTP). The Contractor and major sub-contractor representatives shall participate. All designers need not attend this first meeting. Government representatives will include COE project delivery team members, facility users, facility command representatives, and installation representatives. The Government will provide an agenda, meeting goals, meeting place, and meeting time to participants prior to the meeting.

The post award conference shall include determination and introduction of contact persons, their authorities, contract administration requirements, discussion of expected project progress processes, and coordination of subsequent meetings for quality control (see Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL), Partnering (see below and SCR: Partnering), and the initial design conference (see below).

The government will introduce COE project delivery team members, facility users, facility command representatives, and installation representatives. The DB Contractor shall introduce major subcontractors, and other needed staff. Expectations and duties of each person shall be defined for all participants. A meeting roster shall be developed and distributed by the government with complete contact information including name, office, project role, phone, mailing and physical address, and email address.

Partnering & Project Progress Processes

The initial Partnering conference may be scheduled and conducted at any time with or following the post award conference. The Government proposes to form a partnership with the DB Contractor to develop a cohesive building team. This partnership will involve the COE project delivery team members, facility users, facility command representatives, installation representatives, Designers of Record, major subcontractors, contractor quality control staff, and contractor construction management staff. This partnership will strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership will be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs. Normally, partnering meetings will be held at or in the vicinity of the project installation.

As part of the partnering process, the Government and Contractor shall develop, establish, and agree to comprehensive design development processes including conduct of conferences, expectations of design development at conferences, fast-tracking, design acceptance, Structural Interior Design (SID)/ Furniture, Fixtures & Equipment (FF&E) design approval, project

closeout, etc. The government will explain contract requirements and the DB Contractor shall review their proposed project schedule and suggest ways to streamline processes.

Initial Design Conference

The initial design conference may be scheduled and conducted at the project installation any time after the post award conference, although it is recommended that the partnering process be initiated with or before the initial design conference. Any design work conducted after award and prior to this conference should be limited to site and is discouraged for other items. All Designers of Record shall participate in the conference. The purpose of the meeting is to introduce everyone and to make sure any needs the contractor has are assigned and due dates established as well as who will get the information. See also Attachment F, BUILDING INFORMATION MODELING REQUIREMENTS for discussion concerning the BIM Implementation Plan demonstration at this meeting. The DB Contractor shall conduct the initial design conference.

Pre-Construction Conference

Before starting construction activities, the Contractor and Government will jointly conduct a pre-construction administrative conference to discuss any outstanding requirements and to review local installation requirements for start of construction. It is possible there will be multiple Pre-Construction Conferences based on the content of the design packages selected by the Contractor. The Government will provide minutes of this meeting to all participants.

STAGES OF DESIGN SUBMITTALS AND OVER THE SHOULDER PROGRESS REVIEWS

The stages of design submittals described below define Government expectations with respect to process and content. The Contractor shall determine how to best plan and execute the design and review process for this project, within the parameters listed below. As a minimum, the Government expects to see at least one interim design submittal, at least one final design submittal before construction of a design package may proceed and at least one Design Complete submittal that documents the accepted design. The Contractor may sub-divide the design into separate packages for each stage of design and may proceed with construction of a package after the Government accepts the final design for that package. See discussion on waivers to submission of one or more intermediate design packages where the parties partner during the design process. See also Attachment F, BUILDING INFORMATION MODELING REQUIREMENTS for discussion concerning BIM and the various stages of design submittals and over-the-shoulder progress reviews

Site/Utilities

To facilitate fast-track design-construction activities the contractor may submit a final (100%) site and utility design as the first design submittal or it may elect to submit interim and final site and utility design submittals as explained below. Following review, resolution, and incorporation of all Government comments, and submittal of a satisfactory set of site/utility design documents, after completing all other pre-construction requirements in this contract and after the pre-construction meeting, the Government will allow the Contractor to proceed with site development activities, including demolition where applicable, within the parameters set forth in the accepted design submittal. For the first site and utility design submission, whether an interim or final, the submittal review, comment, and resolution times from this specification apply, except that the Contractor shall allow the Government a 14 calendar day review period, exclusive of mailing time. No on-site construction activities shall begin prior to written Government clearance to proceed.

Interim Design Submittals

The Contractor may submit either a single interim design for review, representing a complete package with all design disciplines, or split the interim design into smaller, individual design packages as it deems necessary for fast-track construction purposes. As required in Section 01 32 01.00 10 PROJECT SCHEDULE, the Contractor shall schedule its design and construction packaging plan to meet the contract completion period. This submission is the Government's primary opportunity to review the design for conformance to the solicitation and to the accepted contract proposal and to the Building Codes at a point where required revisions may be still made, while minimizing lost design effort to keep the design on track with the contract requirements. The requirements for the interim design review submittals and review conferences are described hereinafter. This is not necessarily a hold point for the design process; the Contractor may designate the interim design submittal(s) as a snapshot and proceed with design development at its own risk. See below for a waiver, where the parties establish an effective over-the-shoulder progress review procedure through the partnering process that would eliminate the need for or expedite a formal intermediate design review on one or more individual design packages.

Over-the-Shoulder Progress Reviews

To facilitate a streamlined design-build process, the Government and the Contractor may agree to one-on-one reviewer or small group reviews, electronically, on-line (if available within the Contractor's standard design practices) or at the Contractor's design offices or other agreed location, when practicable to the parties. The Government and Contractor will coordinate such reviews to minimize or eliminate disruptions to the design process. Any data required for these reviews shall normally be provided in electronic format, rather than in hard copy. If the Government and Contractor establish and implement an effective, mutually agreeable partnering procedure for regular (e.g., weekly) over-the shoulder review procedures that allow the Government reviewers the opportunity to keep fully informed of the progress, contents, design intent, design documentation, etc. of the design package, the Government will agree to waive or to expedite the formal intermediate design review period for that package. The Contractor shall still be required to submit the required intermediate design documentation, however the parties may agree to how that material will be provided, in lieu of a formal consolidated submission of the package. It should be noted that Government funding is extremely limited for non-local travel by design reviewers, so the maximum use of virtual teaming methods must be used. Some possible examples include electronic file sharing, interactive software with on-line or telephonic conferencing, televideo conferencing, etc. The Government must still perform its Code and Contract conformance reviews, so the Contractor is encouraged to partner with the reviewers to find ways to facilitate this process and to facilitate meeting or bettering the design-build schedule. The Contractor shall maintain a fully functional configuration management system as described herein to track design revisions, regardless of whether or not there is a need for a formal intermediate design review. The formal intermediate review procedures shall form the contractual basis for the official schedule, in the event that the partnering process determines that the formal intermediate review process to be best suited for efficient project execution. However, the Government pledges to support and promote the partnering process to work with the Contractor to find ways to better the design schedule.

Final Design Submissions

This submittal is required for each design package prior to Government acceptance of that design package for construction. The requirements for the final design submittal review conferences and the Government's acceptance for start of construction are described herein after.

Design Complete Submittals

After the final design submission and review conference for a design package, the Contractor shall revise the design package to incorporate the comments generated and resolved in the final review conferences, perform and document a back-check review and submit the final, design complete documents, which shall represent released for construction documents. The requirements for the design complete submittals are described hereinafter.

Holiday Periods for Government Review or Actions

The Contractor shall not schedule meetings, Government reviews or responses during the last two weeks of December or other designated Government Holidays (including Friday after Thanksgiving) and shall exclude such dates and periods from any durations specified herein for Government actions.

Late Submittals and Reviews

If the Contractor cannot meet its scheduled submittal date for a design package, it must revise the proposed submittal date and notify the government in writing, at least one (1) week prior to the submittal, in order to accommodate the Government reviewers' other scheduled activities. If a design submittal is over one (1) day late in accordance with the latest revised design schedule, or if notification of a proposed design schedule change is less than seven (7) days from the anticipated design submission receipt date, the Government review period may be extended up to seven (7) days due to reviewers' schedule conflicts. If the Government is late in meeting its review commitment and the delay increases the Contractor's cost or delays completion of the project, the Suspension of Work and Defaults clauses provide the respective remedy or relief for the delay.

DESIGN CONFIGURATION MANAGEMENT

Procedures

The Contractor shall develop and maintain effective, acceptable design configuration management (DCM) procedures to control and track all revisions to the design documents after the Interim Design Submission through submission of the As-Built documents. During the design process, this will facilitate and help streamline the design and review schedule. After the final design is accepted, this process provides control of and documents revisions to the accepted design (See Special Contract Requirement: Deviating From the Accepted Design). The system shall include appropriate authorities and concurrences to authorize revisions, including documentation as to why the revision must be made. The DCM data shall be available to the Government reviewers at all times. The Contractor may use its own internal system with interactive Government concurrences, where necessary or may use the Government's "DrChecks Design Review and Checking System" (see below and Attachment C).

Tracking Design Review Comments

Although the Contractor may use its own internal system for overall design configuration management, the Government and the Contractor shall use the DrChecks Design Review and Checking System to initiate, respond to, resolve and track Government design compliance review comments. This system may be useful for other data which needs to be interactive or otherwise available for shared use and retrieval. See Attachment C for details on how to establish an account and set-up the DrChecks system for use on the project.

Design and Code Checklists

The Contractor shall develop and complete various discipline-specific checklists to be used during the design and quality control of each submittal. These completed checklists shall be submitted with each design submittal, as applicable, as part of the project documentation. See Section 01 45 04.00 10 Contractor Quality Control, Attachment D for a Sample Fire Protection and Life Safety Code review checklist and Attachment E for LEED <REV>SUBMITTALS.

INTERIM DESIGN REVIEWS AND CONFERENCES

General

At least one interim design submittal, review and review conference is required for each design package (except that, per paragraph 3.2.1, the Contractor may skip the interim design submission and proceed directly to final design on the sitework and utilities package). The DB Contractor may include additional interim design conferences or over-the-shoulder reviews, as needed, to assure continued government concurrence with the design work. The interim submittal review periods and conferences shall be included in the project schedule and shall indicate what part of the design work is at what percentage of completion. The required interim design conferences shall be held when interim design requirements are reached as described below. See also Paragraph: **Over-the-Shoulder Progress Reviews** for a waiver to the formal interim design review.

Procedures

After receipt of an Interim Design submission, the Contractor shall allow the Government fourteen (14) calendar days after receipt of the submission to review and comment on the interim design submittal. For smaller design packages, especially those that involve only one or a few separate design disciplines, the parties may agree on a shorter review period or alternative review methods (e.g., over-the –shoulder or electronic file sharing), through the partnering process. For each interim design review submittal, the COR will furnish, to the Contractor, a single consolidated, validated listing of all comments from the various design sections and from other concerned agencies involved in the review process using the DrChecks Design Review and Checking System. The review will be for conformance with the technical requirements of the solicitation and the Contractor's RFP proposal. If the Contractor disagrees technically with any comment or comments and does not intend to comply with the comment, he/she must clearly outline, with ample justification, the reasons for noncompliance within five (5) days after receipt of these comments in order that the comment can be resolved. The Contractor shall furnish disposition of all comments, in writing, through DrChecks. The Contractor is cautioned that if it believes the action required by any comment exceeds the requirements of this contract, that it should take no action and notify the COR in writing immediately. The Interim Review conference will be held for each design submittal at the installation. The Contractor shall bring the personnel that developed the design submittal to the review conference. The conference will take place the week after the receipt of the comments by the Contractor. For smaller fast-track packages that involve only a few reviewers, the parties may agree to alternative conferencing methods, such as teleconferencing, or televideo, where available, as determined through Partnering.

Conference Documentation

In order to facilitate and accelerate the Government code and contract conformance reviews, the Contractor shall identify, track resolution of and maintain all comments and action items generated during the design process and make this available to the designers and reviewers prior to the Interim and subsequent design reviews.

The DB Contractor shall prepare meeting minutes and shall enter final resolution of all comments into DrChecks. Copies of comments, annotated with comment action agreed on, will be made available to all parties before the conference adjourns. Unresolved problems will be resolved by immediate follow-on action at the end of conferences. Valid comments shall be incorporated. The Government reserves the right to reject design document submittals if comments are significant. Participants shall determine if any comments are critical enough to require further design development prior to government concurrence. Participants shall also determine how to proceed in order to obtain government concurrence with the design work presented.

INTERIM DESIGN REQUIREMENTS

Interim design deliverables shall include drawings, specifications, and design analysis for the part of design that the DB Contractor considers ready for review.

Drawings

Drawings shall include comments from any previous design conferences incorporated into the documents to provide an interim design for the “part” submitted.

Design Analyses

3.5.2.1 The designers of record shall prepare and present design analyses with calculations necessary to substantiate and support all design documents submitted. Address design substantiation required by the applicable codes and references and pay particular attention to the following listed items:

3.5.2.2 For parts including sitework, include site specific civil calculations.

3.5.2.3 For parts including structural work, include structural calculations.

(a) Identify all loads to be used for design.

(b) Describe the method of providing lateral stability for the structural system to meet seismic and wind load requirements. Include sufficient calculations to verify the adequacy of the method.

(c) Provide calculations for all principal roof, floor, and foundation members and bracing and secondary members.

(d) Provide complete seismic analyses for all building structural, mechanical, electrical, architectural, and building features as dictated by the seismiczone for which thefacility is being constructed.

(e) Computer generated calculations must identify the program name, source, and version. Provide input data, including loads, loading diagrams, node diagrams, and adequate documentation to illustrate the design. The schematic models used for input must show, as a minimum, nodes/joints, element/members, materials/properties, and all loadings, induced settlements/deflections, etc., and a list of load combinations. Include an output listing for maximum/minimum stresses/forces and deflections for each element and the reactions for each loading case and combination.

(f) See also the Security (Anti-Terrorism) requirements below for members subject to Anti-Terrorist Force Protection (ATFP) and Progressive Collapse requirements.

(g) Fully coordinate and integrate the overall structural design between two different or interfacing construction types, such as modular and stick-built or multistory, stacked modular construction. Provide substantiation of structural, consolidation/settlement analysis, etc., as applicable, through the interfaces.

3.5.2.4 For Security (Anti-Terrorism): Provide a design narrative and calculations where applicable, demonstrating compliance with each of the 22 standards in UFC 4-010-01. Where sufficient standoff distance is not being provided, show calculations for blast resistance of the structural system and building envelope. Show complete calculations for members subjected to ATFP loads, e.g., support members of glazed items (jambs, headers, sills) connections of windows to support members and connections of support members to the rest of the structure. For 3 story and higher buildings, provide calculations to demonstrate compliance with progressive collapse requirements.

3.5.2.5 For parts including architectural work, include building floor area analysis.

3.5.2.6 For parts including mechanical work, include HVAC analysis and calculations. Include complete design calculations for mechanical systems. Include computations for sizing equipment, compressed air systems, air duct design, and U-factors for ceilings, roofs and exterior walls and floors. Contractor shall employ commercially available energy analysis techniques to determine the energy performance of all passive systems and features. Use of hourly energy load computer simulation is required (see paragraph 3.5.5.2 for list of acceptable software). Based on the results of calculations, provide a complete list of the materials and equipment proposed with the manufacturer's published cataloged product installation specifications and roughing-in data.

3.5.2.7 For parts including life safety, include building code analysis and sprinkler and other suppression systems. Notwithstanding the requirements of the Codes, address the following:

(a) A registered fire protection engineer (FPE) must perform all fire protection analyses. Provide the fire protection engineer’s qualifications. See Section 01 10 00, paragraph 5 for qualifications.

(b) Provide all references used in the design including Government design documents and industry standards used to generate the fire protection analysis.

(c) Provide classification of each building in accordance with fire zone, building floor areas and height and number of stories.

(d) Provide discussion and description of required fire protection requirements including extinguishing equipment, detection equipment, alarm equipment and water supply. Alarm and detection equipment shall interface to requirements of Electronic Systems.

(e) Provide hydraulic calculations based on water flow test for each sprinkler system to insure that flow and pressure requirements can be met with current water supply. Include copies of Contractor's water flow testing done to certify the available water source.

3.5.2.8 For parts including plumbing systems:

(a) List all references used in the design.

(b) Provide justification and brief description of the types of plumbing fixtures, piping materials and equipment proposed for use.

(c) Detail calculations for systems such as sizing of domestic hot water heater and piping; natural gas piping; LP gas piping and tanks, fuel oil piping and tanks, etc., as applicable.

(d) When the geotechnical report indicates expansive soils are present, indicate in the first piping design submittal how piping systems will be protected against damage or backfall/backflow due to soil heave (from penetration of slab to the 5 foot building line).

3.5.2.9 For elevator systems:

(a) List all criteria codes, documents and design conditions used.

(b) List any required permits and registrations for construction of items of special mechanical systems and equipment.

3.5.2.10 For parts including electrical work, include lighting calculations to determine maintained foot-candle levels, electrical load analysis and calculations, electrical short circuit and protective device coordination analysis and calculations and arc fault calculations.

3.5.2.11 For parts including telecommunications voice/data (including SIPRNET, where applicable), include analysis for determining the number and placement of outlets

3.5.2.12 For Cathodic Protection Systems, provide the following stamped report by the licensed corrosion engineer or NACE specialist with the first design submission. Clearly describe structures, systems or components in soil or water to be protected. Describe methods proposed for protection of each.

3.5.3 **Geotechnical Investigations and Reports**:

3.5.3.1 The contractor’s licensed geotechnical engineer shall prepare a final geotechnical evaluation report, to be submitted along with the first foundation design submittal. Make This information available as early as possible during the over-the-shoulder progress review process. Summarize the subsurface conditions and provide recommendations for the design of appropriate utilities, foundations, floor slabs, retaining walls, embankments, and pavements. Include compaction requirements for fill and backfill under buildings, sidewalks, other structures and open areas ecommend foundation systems to be used, allowable bearing pressures for footings, lateral load resistance capacities for foundation systems, elevations for footings, grade beams, slabs, etc. Provide an assessment of post-construction settlement potential including total and differential. Provide recommendations regarding lateral earth pressures (active, at-rest, passive) to be used in the design of retaining walls. Include the recommended spectral accelerations and Site Class for seismic design along with an evaluation of any seismic hazards and recommendations for mitigation, if required. Include calculations to support the recommendations for bearing capacity, settlement, and pavement sections. Include supporting documentation for all recommended design parameters such as Site Class, shear strength, earth pressure coefficients, friction factors, subgrade modulus, California Bearing Ratio (CBR), etc. Provide earthwork recommendations, expected frost penetration, expected groundwater levels, recommendations for dewatering and groundwater control and the possible presence of any surface or subsurface features that may affect the construction of the project such as sinkholes, boulders, shallow rock, old fill, old structures, soft areas, or unusual soil conditions. Include pH tests, salinity tests, resistivity measurements, etc., required to design corrosion control and grounding systems. Include the raw field data. Arrange a meeting with the Government subsequent to completion and evaluation of the site specific geotechnical exploration to outline any differences encountered that are inconsistent with the Government provided preliminary soils information. Clearly outline differences which require changes in the foundation type, or pavement and earthwork requirements from that possible and contemplated using the Government furnished

preliminary soils investigation, which result in a change to the design or construction. Any equitable adjustment is subject to the provisions of the contract's Differing Site Conditions Clause.

3.5.3.2 Vehicle Pavements: The Contractor's geotechnical report shall contain flexible and rigid pavement designs, as applicable for the project, including design CBR and modulus of subgrade reaction and the required compaction effort for subgrades and pavement layers. Provide Information on the types of base course materials available in the area and design strengths.

3.5.3.3 The DB Contractor and the professional geotechnical engineer consultant shall certify in writing that the design of the project has been developed consistent with the Contractor's final geotechnical report. The certification shall be stamped by the consulting professional geotechnical engineer and shall be submitted with the first design submission. If revisions are made to the initial design submission, a new certification shall be provided with the final design submission.

3.5.4 **LEED Documentation:**

Assign a LEED Accredited Professional, responsible to track LEED planning, performance and documentation for each LEED credit through construction closeout. Incorporate LEED credits in the plans, specifications and design analyses. Develop LEED supporting documentation as a separable portion of the Design Analysis and provide with each required design submittal. Include the LEED Project checklist for each non-exempt facility (one checklist may be provided for multiple facilities in accordance with the LEED-NC Application Guide for Multiple Buildings and On-Campus Building Projects and the LEED SUBMITTALS (Attachment E, herein) with each submittal. Final design submittal for each portion of the work must include all required design documentation relating to that portion of work (example - all site credit design documents with final site design). Submittal requirements are as indicated in Attachment E, LEED SUBMITTALS. Submit all documentation indicated on Attachment E as due at final design at final design submittal (for fast-track projects with multiple final design submittals, this shall be at the last scheduled final design submittal). All project documentation related to LEED shall conform to USGBC requirements for both content and format, including audit requirements and be separate from other design analyses. Maintain and update the LEED documentation throughout project progress to construction closeout and shall compile product data, receipts, calculations and other data necessary to substantiate and support all credits claimed. The Government may audit any or all individual credits. Audit documentation is not required to be submitted unless requested. These requirements apply to all projects. If the project requires the Contractor to obtain USGBC certification, the Contractor shall also be responsible for obtaining USGBC certification and shall provide written evidence of certification with the construction closeout LEED documentation submittal. Install the USGBC building plaque at the location indicated by the Government upon receipt. If Contractor obtains USGBC interim design review, submit the USGBC review to the Government within 30 days of receipt for information only.

3.5.4.1 LEED Documentation for Technology Solution Set. If a building design complies fully with its technology solution set, when such is included in the Solicitation, use the data provided with the technology solution set when preparing LEED credit EA1 documentation. If the project requires USGBC certification and a building design complies fully with its technology solution set included in the Solicitation, the Government will provide a partially completed LEED Letter Template, without project energy cost, for the building. The designer must add the project energy cost data.

3.5.5. **Energy Conservation:**

3.5.5.1 Refer to Section 01 10 00, Paragraph 5. Interim and Final Design submittals shall demonstrate that each building including the building envelope, HVAC systems, service water heating, power, and lighting systems meet the Mandatory

Provisions and the Prescriptive Path requirements of ASHRAE 90.1. Use Compliance Documentation forms available from ASHRAE and included in the ASHRAE 90.1 User's Manual for this purpose. The Architectural Section of the Design Analysis shall include completed forms titled "Building Envelope Compliance Documentation Parts I and II". The Heating Ventilating and Air Conditioning (HVAC) Section of the Design Analysis shall include a completed form titled "HVAC Simplified Approach Option - Part I" if this approach is allowed by the Standard. Otherwise, the HVAC Section of the Design Analysis shall include completed forms titled "HVAC Mandatory Provisions - Part II" and "HVAC Prescriptive Requirements - Part III". The Plumbing Section of the Design Analysis shall include a completed form titled "Service Water Heating Compliance Documentation". The Electrical Section of the Design Analysis shall include an explanatory statement on how the requirements of ASHRAE 90.1 Chapter 8 Power were met. The Electrical Section of the Design Analysis shall also include a completed form titled "Lighting Compliance Documentation".

3.5.5.2 Interim and Final Design submittals which address energy consuming systems, (heating, cooling, service hot water, lighting, power, etc.) must also include calculations in a separate Energy Conservation Section of the Design Analysis which demonstrate and document (a) the baseline energy consumption for the facility or facilities under contract, that would meet the requirements of ANSI/ASHRAE/IESNA Standard 90.1 and (b) the energy consumption of the facility or facilities under contract utilizing the materials and methods required by this construction contract. Use the USGBC Energy and Atmosphere (EA) Credit 1 compliance template / form or an equivalently detailed form for documenting compliance with the energy reduction requirements. This template / form is titled PERFORMANCE RATING METHOD and is available when the project is registered for LEED. The calculation methodology used for this documentation and analysis shall follow the guidelines set forth in Appendix G of ASHRAE 90.1, with two exceptions: a) receptacle and process loads may be omitted from the calculation; and b) the definition of the terms in the formula for Percentage Improvement found in paragraph G1.2 are modified as follows: Baseline Building Performance shall mean the annual energy consumption calculated for a building design intended for use as a baseline for rating above standard design meeting the minimum requirements of the energy standard, and Proposed Building Performance shall mean annual energy consumption calculated for the proposed building design intended for construction. This calculation shall address all energy consuming systems in a single integrated methodology. Include laboratory fume hoods and kitchen ventilation loads in the energy calculation. They are not considered process loads. Individual calculations for heating, cooling, power, lighting, power, etc. systems will not be acceptable. The following building simulation software is acceptable for use in calculating building energy consumption: Hourly Analysis Program (HAP) by Carrier Corp., TRACE 700 by Trane Corp., DOE-2 by US Department of Energy, EnergyPlus by DOD/DOE.

3.5.6 **Specifications**

Specifications may be any one of the major, well known master guide specification sources (use only one source) such as MASTERSPEC from the American Institute of Architects, SPECTEXT from Construction Specification Institute or Unified Facility Guide Specifications (UFGS using MASTERFORMAT 2004 numbering system), etc. (including specifications from these sources). Manufacturers' product specifications, utilizing CSI's Manu-Spec, three part format may be used in conjunction with the selected specifications. The designers of record shall edit and expand the appropriate Specifications to insure that all project design requirements, current code requirements, and regulatory requirements are met. Specifications shall clearly identify, where appropriate, specific products chosen to meet the contract requirements (i.e., manufacturers' brand names and model numbers or similar product information).

3.5.7 **Building Rendering**

DB Contractor shall present and provide a draft color computer, artist, or hand drawn rendering with the conceptual design submittal of the building exterior. Perspective renderings shall include a slightly overhead view of the entire building to encompass elevations and the roof configuration of the building. After Government review and acceptance, provide a final rendering, including the following:

Three (3) 18” x 24” color prints, framed and matted behind glass with project title underneath the print.

One (1) Image file (high resolution) in JPG format on CD for those in the submittal distribution list.

3.5.8 **Interim Building Design Contents**

The following list represents what the Government considers should be included in the overall completed design for a facility or project. It is not intended to limit the contractor from providing different or additional information as needed to support the design presented, including the require design analyses discussed above. As the Contractor develops individual design packages and submits them for Interim review, include as much of the applicable information for an individual design package as is developed at the Interim design level for review purposes. These pieces shall be developed as the design progresses toward the design complete stage.

3.5.8.1 Lawn and Landscaping Irrigation System

3.5.8.2 Landscape, Planting and Turfing

3.5.8.3 Architectural

(a) Design Narrative

(b) Architectural Floor Plans, Typical Wall and Roof Sections, Elevations

(c) Finish schedule

(d) All required equipment

(e) Special graphics requirements

(f) Door and Window Schedules

(g) Hardware sets using BHMA designations

(h) Composite floor plan showing all pre-wired workstations

(i) Structural Interior Design (SID) package: See ATTACHMENT A for specific requirements

(j) Furniture, Fixtures & Equipment (FF&E) design package: See ATTACHMENT B for specific requirements

3.5.8.4 Structural Systems. Include:

(a) Drawings showing principal members for roof and floor framing plans as applicable

(b) Foundation plan showing main foundation elements where applicable

(c) Typical sections for roof, floor, and foundation conditions

3.5.8.5 Plumbing Systems

(a) Show locations and general arrangement of plumbing fixtures and major equipment

(b) Plan and isometric riser diagrams of all areas including hot water, cold water, waste and vent piping. Include natural gas (and meter as required), (natural gas and meter as required), (LP gas), (fuel oil) and other specialty systems as applicable.

(c) Include equipment and fixture connection schedules with descriptions, capacities, locations, connection sizes and other information as required

3.5.8.6 HVAC Systems

(a) Mechanical Floor Plans: The floor plans shall show all principle architectural features of the building which will affect the mechanical design. The floor plans shall also show the following:

(1) Room designations.

(2) Mechanical legend and applicable notes.

(3) Location and size of all ductwork and piping.

(4) Location and capacity of all terminal units (i.e., registers, diffusers, grilles, hydronic baseboards).

(5) Pre-Fabricated Paint Spray Booth (where applicable to project scope)

(6) Paint Preparation Area (where applicable to project scope)

(7) Exhaust fans and specialized exhaust systems.

(8) Thermostat location.

(9) Location of heating/cooling plant (i.e., boiler, chiller, cooling tower, etc).

(10) Location of all air handling equipment.

(11) Air balancing information.

(12) Flue size and location.

(13) Piping diagram for forced hot water system (if used).

(b) Equipment Schedule: Provide complete equipment schedules. Include:

(1) Capacity

(2) Electrical characteristics

(3) Efficiency (if applicable)

(4) Manufacturer's name

(5) Optional features to be provided

(6) Physical size

(7) Minimum maintenance clearances

(c) Details: Provide construction details, sections, elevations, etc., only where required for clarification of methods and materials of design.

(d) HVAC Controls: Submit complete HVAC controls equipment schedules, sequences of operation, wiring and logic diagrams, Input/Output Tables, equipment schedules, and all associated information. See the Statement of Work for additional specific requirements.

3.5.8.7 Fire Protection and Life Safety.

(a) Provide plan for each floor of each building that presents a compendium of the total fire protection features being incorporated into the design. Include the following types of information:

(1) The location and rating of any fire-resistive construction such as occupancy separations, area separations, exterior walls, shaft enclosures, corridors, stair enclosures, exit passageways, etc.

(2) The location and coverage of any fire detection systems

(3) The location and coverage of any fire suppression systems (sprinkler risers, standpipes, etc.)

(4) The location of any other major fire protection equipment

(5) Indicate any hazardous areas and their classification

(6) Schedule describing the internal systems with the following information: fire hazard and occupancy classifications, building construction type, GPM/square foot sprinkler density, area of operation and other as required

(b) Working plans and all other materials submitted shall meet NFPA 13 requirements,with respect to requiredminimum level of detail.

3.5.8.8 Elevators. Provide:

(a) Description of the proposed control system

(b) Description, approximate capacity and location of any special mechanical equipment for elevators.

3.5.8.9 Electrical Systems.

(a) Electrical Floor Plan(s): Show all principle architectural features of the building which will affect the electrical design. Show the following:

(1) Room designations.

(2) Electrical legend and applicable notes.

(3) Lighting fixtures, properly identified.

(4) Switches for control of lighting.

(5) Receptacles.

(6) Location and designation of panelboards. Clearly indicate type of mounting required (flush or surface) and reflect accordingly in specifications.

(7) Service entrance (conduit and main disconnect).

(8) Location, designation and rating of motors and/or equipment which requires electrical service. Show method of termination and/or connection to motors and/or equipment. Show necessary junction boxes, disconnects, controllers (approximate only), conduit stubs, and receptacles required to serve the motor and/or equipment.

(b) Building Riser Diagram(s) (from pad-mounted transformer to unit load center panelboard): Indicate the types and sizes of electrical equipment and wiring. Include grounding and metering requirements.

(c) Load Center Panelboard Schedule(s): Indicate the following information:

(1) Panelboard Characteristics (Panel Designation, Voltage, Phase, Wires, Main Breaker Rating and Mounting.

(2) Branch Circuit Designations.

(3) Load Designations.

(4) Circuit Breaker Characteristics. (Number of Poles, Trip Rating, AIC Rating)

(5) Branch Circuit Connected Loads (AMPS).

(6) Special Features.

(d) Lighting Fixture Schedule(s): Indicate the following information:

(1) Fixture Designation.

(2) General Fixture Description.

(3) Number and Type of Lamp(s).

(4) Type of Mounting.

(5) Special Features.

(e) Details: Provide construction details, sections, elevations, etc. only where required for clarification of methods and materials of design.

3.5.8.10 Electronic Systems including the following responsibilities:

(a) Fire Detection and Alarm System. Design of the fire alarm and detection system shall include layout drawings for all devices and a riser diagram showing the control panel, annunciator panel, all zones, radio transmitter and interfaces to other systems (HVAC, sprinkler, etc.)

(b) Fire Suppression System Control. Specify all components of the Fire Suppression (FS) System in the FS section of the specifications. Clearly describe how the system will operate and interact with other systems such as the fire alarm system. Include a riser diagram on the drawings showing principal components and interconnections with other systems. Include FS system components on drawing legend. Designate all components shown on floor plans “FS system components” (as opposed to “Fire Alarm components”). Show location of FS control panels, HVAC control devices, sensors, and 120V power panel connections on floor plans. Indicate zoning of areas by numbers (1, 2, 3) and detectors sub-zoned for cross zoning by letter designations (A and B). Differentiate between ceiling mounted and under floor detectors with distinct symbols and indicate sub-zone of each.

(c) Public Address System

(d) Special Grounding Systems. Completely reflect all design requirements in the specifications and drawings. Specifications shall require field tests (in the construction phase), witnessed by the Government, to determine the effectiveness of the grounding system. Include drawings showing existing construction, if any.

(e) Cathodic Protection.

(f) Intrusion Detection, Card Access System

(g) Central Control and Monitoring System

(h) Mass Notification System

(i) Electrical Power Distribution Systems

3.5.8.11 Information Systems including the following responsibilities:

(a) Telecommunications Cabling

(b) Supporting Infrastructure

(c) Outside Plant (OSP) Cabling

(d) Include a layout of the voice/data outlets (including voice only wall & pay phones) on telecommunication floor plan drawing, location of SIPRNET data outlets (where applicable), and a legend and symbol definition to indicate height above finished floor. Show size of conduit and cable type and size on Riser Diagram. Do not show conduit runs between backboard and outlets on the floor plans. Show underground distribution conduit and cable with sizing from point of presence to entrance facility of building.

FINAL DESIGN REVIEWS AND CONFERENCES

A final design review and review conference will be held upon completion of final design at the project installation, or – where equipment is available - by video teleconference or a combination thereof, for any design package to receive Government acceptance to allow release of the design package for construction. For smaller separate design packages, the parties may agree on alternative reviews and conferences (e.g., conference calls and electronic file sharing, etc.) through the Partnering process. The Contractor shall include the final design conference in the project schedule and shall indicate what part of the design work is at 100% completion. The final design conference will be held after the Government has had seven (7) calendar days after receipt of the submission to review the final design package and supporting data. For smaller packages, especially those involving only one or a few design disciplines the parties may agree on a shorter period.

FINAL DESIGN REQUIREMENTS

Final design deliverables for a design package shall consist of 100% complete drawings, specifications, submittal register and design analyses for Government review and acceptance. The 100% design submission shall consist of drawings, specifications, updated design analyses and any permits required by the contract for each package submitted. In order to expedite the final design review, prior to the conference, the Contractor shall ensure that the design configuration management data and all review comment resolutions are up-to-date. Include the 100% SID and 100% FF&E binders for government approval. The Contractor shall have performed independent technical reviews (ITR's) and back-checks of previous comment resolutions, as required by Section 01 45 04.00 10 CONTRACTOR QUALITY CONTROL, including providing documentation thereof.

3.7.1 Drawings

3.7.1.1 Submit drawings complete with all contract requirements incorporated into the documents to provide a 100% design for each package submitted.

3.7.1.2 Prepare all drawings with the Computer-Aided Design and Drafting (CADD)/Computer-Aided Design (CAD) system, organized and easily referenced electronically, presenting complete construction information.

3.7.1.3 Drawings shall be complete. The Contractor is encouraged to utilize graphics, views, notes, and details which make the drawings easier to review or to construct but is also encouraged to keep such materials to those that are necessary.

3.7.1.4 Provide detail drawings that illustrate conformance with the contract. Drawings shall include room finish schedules, corresponding color/finish/special items schedules, and exterior finish schedules that agree with the submitted SID binders.

3.7.1.5 The design documents shall be in compliance with the latest version of the A/E/C CADD Standard, available at https://cadbim.usace.army.mil/CAD. The DB Contractor shall use the approved vertical Corps of Engineers title blocks and borders on all drawings with the appropriate firm name included within the title block area.

3.7.1.6 CAD System and Building Information Modeling (BIM) (NOTE: If this is a Single Award or Multiple Award, Indefinite Delivery/Indefinite Quantity Contract, this information will be provided for each task order.)

All CAD files shall be fully compatible with MicroStation V8 or higher. Save all design CAD files as MicroStation V8 or higherfiles. All submitted BIM Models and associated Facility Data shall be fully compatible with Bentley BIM file format and the USACE Bentley BIM v8 Workspace.

(a) CAD Data Final File Format: During the design development the contractor shall capture geo-referenced coordinates of all changes made to the existing site (facility footprint, utility line installations and alterations, roads, parking areas, etc) as a result of this contract. There is no mandatory methodology for how the geo-referenced coordinates will be captured, however, Engineering and Construction Bulletin No. 2006-15, Subject: Standardizing Computer Aided Design (CAD) and Geographic Information Systems (GIS) Deliverables for all Military Design and Construction Projects identifies the format for final as-built drawings and data sets to be delivered to the government. Close-out requirements at the as-built stage; require final geo-referenced GIS Database of the new facility along with all exterior modifications. The Government will incorporate this data set into the Installation's GIS Masterplan or Enterprise GIS System. See also, Section 01 78 02.00 10 Closeout Submittals.

(b) Electronic Drawing Files: In addition to the native CAD design files, provide separate electronic drawing files (in editable CAD format and Adobe Acrobat PDF version 7.0 or higher) for each project drawing.

(c) Each file (both CAD and PDF) shall represent one complete drawing from the drawing set, including the date, submittal phase, and border. Each drawing file shall be completely independent of any data in any other file, including fonts and shapes not included with the basic CAD software program utilized. Drawing files with external references or special fonts are not acceptable. All displayed graphic elements on all levels of the drawing files shall be part of the project drawing image. The drawing files shall not contain any graphic element that is not part of the drawing image.

(d) See Attachment F for additional BIM requirements. BIM Model and associated Facility Data files shall be delivered in their native format. At a minimum, BIM files shall address major architecture design elements, major structural components, mechanical systems and electrical/communication distribution and elements as defined in Attachment F. See Attachment F for additional BIM requirements.

(e) Drawing Index: Provide an index of drawings sheet in CAD as part of the drawing set, and an electronic list in Microsoft Excel of all drawings on the CD. Include the electronic file name, the sheet reference number, the sheet number, and the sheet title, containing the data for each drawing.

(f) Hard Copies: Plot submitted hard copy drawings directly from the "electronic drawing files" and copy for quantities and sizes indicated in the distribution list at the end of this specification section. The Designers of Record shall stamp, sign and date original hard copy sheets as Released For Construction, and provide copies for distribution from this set.

Design Analyses

3.7.2.1 The designers of record shall update, finalize and present design analyses with calculations necessary to substantiate and support all design documents submitted.

3.7.2.2 The responsible DOR shall stamp, sign and date the design analysis. Identify the software used where, applicable (name, version, vendor). Generally, provide design analyses, individually, in an original (file copy) and one copy for the assigned government reviewer.

3.7.2.3 All disciplines review the LEED design analysis in conjunction with their discipline-specific design analysis; include a copy of the separable LEED design analysis in all design analysis submittals.

3.7.2.4 Do not combine multi-disciplined volumes of design-analysis, unless multiple copies are provided to facilitate multiple reviewers (one copy per each separate design analysis included in a volume).

Specifications

Specifications shall be 100% complete and in final form.

Submittal Register

The DB Contractor shall prepare and update the Submittal Register and submit it with the 100% design specifications (see Specification Section 01 33 00, SUBMITTAL PROCEDURES) with each design package. Include the required submittals for each specification section in a design package in the submittal register.

Preparation of DD Form 1354 (Transfer of Real Property)

This form itemizes the types, quantities and costs of various equipment and systems that comprise the project, for the purpose of transferring the new construction project from the Corps Construction Division to the Installation's inventory of real property. The Government will furnish the DB Contractor's design manager a DD Form 1354 checklist to use to produce a draft Form 1354. The completed checklist and prepared draft Form DD 1354 shall be submitted with the 100% design in the Design Analysis. The Corps will use these documents to complete the final DD 1354 upon completion of construction.

Acceptance and Release for Construction

3.7.6.1 At the conclusion of the Final Design Review (after resolutions to the comments have been agreed upon between DOR and Government reviewers), the Contracting Officer or the ACO will accept the Final Design Submission for the design package in writing and allow construction to start for that design package. The Government may withhold acceptance until all major corrections have been made or if the final design submission requires so many corrections, even though minor, that it isn't considered acceptably complete.

3.7.6.2 Government review and acceptance of design submittals is for contract conformance only and shall not relieve the Contractor from responsibility to fully adhere to the requirements of the contract, including the Contractor’s accepted contract proposal, or limit the Contractor’s responsibility of design as prescribed under Special Contract Requirement: “Responsibility of the Contractor for Design” or limit the Government’s rights under the terms of the contract. The Government reserves the right to rescind inadvertent acceptance of design submittals containing contract deviations not separately and expressly identified in the submittal for Government consideration and approval.

DESIGN COMPLETE CONSTRUCTION DOCUMENT REQUIREMENTS

After the Final Design Submission and Review Conference and after Government acceptance of the Final Design submission, the Contractor shall revise the design documents for the design package to incorporate the comments generated and resolved in the final review conference, perform and document a back-check review and submit the final, design complete documents. Label the final design complete documents “FOR CONSTRUCTION” or use similar language. In addition to the final drawings and specifications, the following deliverables are required for distribution and field use. The deliverable includes all documentation and supporting design analysis in final form, as well as the final review comments, disposition and the back-check. As part of the quality assurance process, the Government may perform a back-check of the released for construction documentation. The Contractor shall promptly correct any errors or omissions found during the Government back-check. The Government may withhold retainage from progress payments for work or materials associated with a final design package until this submittal has been received and the Government determines that it is complete.

SUBMITTAL DISTRIBUTION, MEDIA AND QUANTITIES

Submittal Distribution and Quantities

General: The documents which the Contractor shall submit to the Government for each submittal are listed and generally described in preceding paragraphs in this Section. Provide copies of each design submittal and design substantiation as follows (NOTE: If this is a Single Award or Multiple Award, Indefinite Delivery/Indefinite Quantity Contract, this information will be provided for each task order):

Activity and Address	Drawing Size (Full Size) [not supplied] Full Sets/ *Partial Sets	Design Analyses & Specs Full Sets/ *Partial Sets	Drawing Size (Half Size) [not supplied] Full Sets/ *Partial Sets	Non-BIM Data CD-ROM or DVD as Necessary (PDF& dgn)	Furniture Submittal (FFE)	Structural Interior Design Submittal	BIM Data DVD (Per Attach F)
Commander, U.S.Army Engineer District Louisville District	[not supplied]/[not supplied]	[not supplied]/[not supplied]	[not supplied]/[not supplied]	[not supplied]	[not supplied]	[not supplied]	[not supplied]
Commander, U.S.Army Engineer District, Center of Standardization [not supplied]	[not supplied]/[not supplied]	[not supplied]/ [not supplied]	[not supplied]/[not supplied]	[not supplied]	[not supplied]	[not supplied]	[not supplied]
Installation	[not supplied]/[not supplied]	[not supplied]/[not supplied]	[not supplied]/[not supplied]	[not supplied]	[not supplied]	[not supplied]	[not supplied]
U.S.Army Corps of Engineers Construction Area Office	[not supplied]/[not supplied]	[not supplied]/ [not supplied]	[not supplied]/[not supplied]	[not supplied]	[not supplied]	[not supplied]	[not supplied]
Information Systems Engineering Command (ISEC)	0/[not supplied]	0/[not supplied]	0/[not supplied]	[not supplied]	N/A	N/A	[not supplied]
Other Offices	[not supplied]/[not supplied]	[not supplied]/[not supplied]	[not supplied]/[not supplied]	[not supplied]	[not supplied]	[not supplied]	[not supplied]

***NOTE: For partial sets of drawings, specifications and design analyses, see paragraph 3.9.3.3, below.**

****NOTE: When specified below in 3.9.2, furnish Installation copies of Drawings as paper copies, in lieu of the option to provide secure web-based submittals.**

Web based Design Submittals

Web based design submittals will be acceptable as an alternative to the paper copies listed in the Table above, provided a single hard-copy PDF based record set is provided to the Contracting Officer for record purposes. Where the contract requires the Contractor to submit documents to permitting authorities, still provide those authorities paper copies (or in an alternate format where required by the authority). Web based design submittal information shall be provided with adequate security and availability to allow unlimited access those specifically authorize to Government reviewers while preventing unauthorized access or modification. File sizes must be of manageable size for reviewers to quickly download or open on their computers. As a minimum,drawings shall be full scale on American National Standards Institute (ANSI) D sheets (34" x 22"). In addition to the optional website, provide the BIM data submission on DVD to each activity and address noted above in paragraph 3.9.1 for each BIM submission required in Attachment F.

Mailing of Design Submittals

Mail all design submittals to the Government during design and construction, using an overnight mailing service. The Government will furnish the Contractor addresses where each copy shall be mailed to after award of the contract (or individual task order if this is an indefinite delivery/indefinite quantity, task order contract). Mail the submittals to [not supplied] different addresses. Assemble drawing sheets, specs, design analyses, etc. into individual sets; do not combine duplicate pages from individual sets so that the government has to assemble a set.

Each design submittal shall have a transmittal letter accompanying it indicating the date, design percentage, type of submittal, list of items submitted, transmittal number and point of contact with telephone number.

Provide partial sets of drawings, specifications, design analyses, etc., as designated in the Table in paragraph 3.9.1, to those reviewers who only need to review their applicable portions of the design, such as the various utilities. The details of which office receives what portion of the design documentation will be worked out after award.

AS-BUILT DOCUMENTS

Provide as-built drawings and specifications in accordance with Section 01 78 02.00 10, CLOSEOUT SUBMITTALS. Update LEED design phase documentation during construction as needed to reflect construction changes and advancing project completion status (example - Commissioning Plan updates during construction phase) and include updated LEED documentation in construction closeout submittal.

ATTACHMENT A

STRUCTURAL INTERIOR DESIGN (SID) REQUIREMENTS

GENERAL INFORMATION

Structural Interior Design includes all building related elements and components generally part of the building itself, such as wall finishes, ceilings finishes, floor coverings, marker/bulletin boards, blinds, signage and built in casework. The SID should be developed in conjunction with the furniture footprint.

STRUCURAL INTERIOR DESIGN (SID) REQUIREMENTS FOR THE INTERIM AND FINAL DESIGN SUBMITTALS

FORMAT AND SCHEDULE

Prepare and submit for approval an interior and exterior building finishes scheme for an interim design submittal. The DOR shall meet with and discuss the finish schemes with the appropriate Government officials prior to preparation of the schemes to be presented. Present original sets of the schemes to reviewers at an interim design conference.

At the conclusion of the interim phase, after resolutions to the comments have been agreed upon between DOR and Government reviewers, the DB Contractor may proceed to final design with the interior finishes scheme presented.

The SID information and samples are to be submitted in 8 ½" x 11" format using three ring binders with pockets on the inside of the cover. When there are numerous pages with thick samples, use more than one binder. Large D-ring binders are preferred to O-ring binders. Use page protectors that are strong enough to keep pages from tearing out. Anchor large or heavy samples with mechanical fasteners, Velcro, or double-faced foam tape rather than rubber cement or glue. Fold out items must have a maximum spread of 25 ½". Provide cover and spine inserts sheets identifying the document as "Structural Interior Design" package and include the project title and location, project number, Contractor/A/E name and phone number(s), submittal stage and date.

The design submittal requirements will include, but are not limited to:

Narrative of the Structural Interior Design Objectives

The SID shall include a narrative that discusses the building related finishes. Include topics that relate to base standards, life safety, sustainable design issues, aesthetics, durability and maintainability, discuss the development and features as they relate to the occupants requirements and the building design.

Interior Color Boards

Each item on the color boards shall be identified and keyed to the contract documents to provide a clear indication of how and where each item will be used. To the maximum extent possible, finish samples shall be arranged by room type in order to illustrate room color coordination. All samples shall be labeled on the color boards with the manufacturer's name, patterns and colors name and number. Samples shall also be keyed or coded to match key code system used on contract drawings.

Material and finish samples shall indicate true pattern, color and texture. Photographs or colored photocopies of materials or fabrics to show large overall patterns are required in conjunction with actual samples to show the actual colors. Finish

samples must be large enough to show a complete pattern or design where practical.

Color boards shall include but not be limited to original color samples of the following:

All walls finishes and ceiling finishes, including corner guards, acrylic wainscoting and wall guards/chair rail finishes

All tile information, including tile grout color and tile patterns.

All flooring finishes, including patterns.

All door, door frame finishes and door hardware finishes

All signage, wall base, toilet partitions, locker finishes and operable/folding partitions and trim

All millwork materials and finishes (cabinets, counter tops, etc.)

All window frame finishes and window treatments (sills, blinds, etc.)

Color board samples shall reflect all actual finish textures, patterns and colors required as specified. Patterned samples shall be of sufficient size to adequately show pattern and its repeat if a repeat occurs.

Exterior Color Boards

Prepare exterior finishes color boards in similar format as the interior finishes color boards, for presentation to the reviewers during an interim design conference. The exterior finishes boards shall include original color samples of all exterior finishes including but not limited to the following:

All Roof Finishes

All Brick and Cast Stone Samples

All Exterior Insulation and Finish Samples

All Glass Color Samples

All Exterior Metals Finishes

All Window & Door Frame Finishes

All Specialty Item Finishes, including trim

Identify each item on the exterior finishes color boards and key to the building elevations to provide a clear indication of how and where each item will be used.

STRUCTURAL INTERIOR DESIGN DOCUMENTS

General

Structural interior design related drawings must indicate the placement of extents of SID material, finishes and colors and must be sufficiently detailed to define all interior work. The following is a list of minimum requirements:

Finish Color Schedule

Provide finish color schedule(s) in the contract documents. Provide a finish code, material type, manufacturer, series, and color designations. Key the finish code to the color board samples and drawings.

Interior Finish Plans

Indicate wall and floor patterns and color placement, material transitions and extents of interior finishes.

Furniture Footprint Plans

Provide furniture footprint plans showing the outline of all freestanding and systems furniture for coordination of all other disciplines.

Interior Signage

Include interior signage plans or schedules showing location and quantities of all interior signage. Key each interior sign to a quantitative list indicating size, quantity of each type and signage text.

Interior Elevations, Sections and Details

Interior Elevations, Sections and Details: Indicate material, color and finish placement.

ATTACHMENT B

FURNITURE, FIXTURES & EQUIPMENT (FF&E) REQUIREMENTS

FF&E REQUIREMENTS FOR THE INTERIM AND FINAL DESIGN SUBMITTAL

FORMAT AND SCHEDULE

Prepare and submit for approval a comprehensive FF&E scheme for an interim design submittal. The DOR shall meet with and discuss the FF&E scheme with the appropriate Government officials prior to preparation of the scheme to be presented. Present original sets of the scheme to reviewers at an interim design conference upon completion of the interim architectural submittal or three months prior to the submittal of the final FF&E package (whichever comes first).

The DB Contractor may proceed to final design with the FF&E scheme presented at the conclusion of the interim phase, after resolutions to the comments have been agreed upon between DOR and Government reviewers.

Provide six copies of the electronic versions of all documents upon completion of the final architectural submittal or ten months prior to the contract completion date (whichever comes first), to ensure adequate time for furniture acquisition. Provide unbound, electronic drawings in CAD and BIM. Provide all files needed to v,/iew complete drawings. Submit all text documents in Microsoft Word or Excel..

Submit three copies of the final and complete FF&E information and samples in 8 ½" x 11" format using three ring binders with pockets on the inside of the cover upon completion of the final architectural submittal or ten months prior to the contract completion date (whichever comes first). Use more than one binder when there are numerous pages with thick samples. Large D-ring binders are preferred to O-ring binders. Use page protectors that are strong enough to keep pages from tearing out. Anchor large or heavy samples with mechanical fasteners, Velcro, or double-faced foam tape rather than rubber cement or glue. Fold out items must have a maximum spread of 25 ½". Provide cover and spine inserts sheets identifying the document as "Furniture, Fixtures & Equipment" package and include the project title and location, project number, Contractor/A/E name and phone number(s), submittal stage and date.

Provide electronic copies of all documents upon completion of the final architectural submittal or ten months prior to the contract completion date (whichever comes first), to ensure adequate time for furniture acquisition. Provide six compact disks with all drawings files needed to view the complete drawings unbound and in the latest version AutoCAD. Provide six additional compact disks of all text documents in Microsoft Word or Excel.

The design submittal requirements will include, but are not limited to:

Narrative of Interior Design Objectives

Provide a narrative description of the furniturefurniture, to include functional, safety and ergonomic considerations, durability, sustainability, aesthetics, and compatibility with the building design.

Furniture Order Form

Prepare one Furnishings Order Form for each item specified in the design. This form identifies all information required to order each individual item. In addition to the project name and location, project number, and submittal phase, the order form must include:

Furniture item illustration and code

Furniture item name

Job name, location, and date

General Services Administration (GSA) FSC Group, part, and section

Manufacturer, Product name and Product model number or National Stock Number (NSN)

Finish name and number (code to finish samples)

Fabric name and number, minimum Wyzenbeek Abrasion Test double rubs (code to fabric samples)

Dimensions

Item location by room number

Quantity per room

Total quantity

Special instructions for procurement ordering and/or installation (if applicable)

Written Product Description: include a non-proprietary paragraph listing the salient features of the item to include but not limited to:

1. required features and characteristics
2. ergonomic requirements
3. functional requirements
4. testing requirements
5. furniture style
6. construction materials
7. minimum warranty

The following is an example for “m” features and characteristics, ergonomic requirements and functional requirements:

Chair Description:

Mid-Back Ergonomic Task Chair

Pneumatic Gaslift; Five Star Base

Mesh Back; Upholstered Seat

Height and Width Adjustable Task Arms:

Arm Height: 6”- 11” (+-1/2”)

Arm Width: 2”– 4” adjustment

Height Adjustable Lumbar Support

Adjustable Seat Height 16”-21” (+- 1”)

Sliding Seat Depth Adjustment 15”-18” (+-1”)

Standard Hard Casters (for carpeted areas)

Overall Measurements:

Overall width: 25” - 27”

Overall depth: 25”– 28”

Must have a minimum of the following adjustments (In addition to the above):

360 Degree Swivel

Knee-Tilt with Tilt Tension

Back angle

Forward Tilt

Forward Tilt and Upright Tilt Lock

For projects with systems furniture, also provide a written description of the following minimum requirements:

Type furniture systems (panel, stacking panels, spine wall, desk based system, or a combination)

Minimum noise reduction coefficient (NRC)

Minimum sound transfer coefficient (STC)

Minimum flame spread and smoke development

UL testing for task lighting and electrical system

Panel widths and heights and their locations (this may be done on the drawings)Worksurface types and sizes (this may be done on the drawings)

Worksurface edge type

Varying panel/cover finish materials and locations (locations may be shown on the drawings)

Storage requirements

Keyboard requirements

Lock and keying requirements

Accessory components (examples: tack boards, marker boards, paper management)

Electrical and communication raceway requirement; type, capacity and location (base, beltline, below and/or above beltline)

Locations of communication cables (base, beltline, below and/or above beltline, top channel)

Types of electrical outlets

Types of communication jacks; provided and installed by others

Locations of electrical outlets and communication jacks (this may be done on the drawings)

Type of cable (examples: Cat. 5, Cat. 6, fiber optic; UTP or STP, etc.) system needs to support; provided and installed by others

Alternate Manufacturer List

Provide a table consisting of major furniture items that lists the manufacturers products specified on the Order Form and two alternate manufacturers. Major furniture items include, but are not limited to, casegoods, furniture systems, seating, and tables. Organize matrix by item code and item name. Supply alternates that are available on GSA Schedule and meet the requirements of the Furniture Order Form. One of the two alternates must be from UNICOR if possible. Provide manufacturer name address, telephone number, product series and product name for each alternate manufacturer.

FF&E Procurement List

Provide a table that lists all FF&E furniture, mission unique equipment and building Contractor Furnished/Contractor Installed (CF/CI) items. Give each item a code and name and designate whether item will be procured as part of the FF&E furniture, mission unique equipment or the building construction contract. Use the item code to key all FF&E documents including location plans, color boards, data sheets, cost estimate, etc.

Points of Contact (POCs)

Provide a comprehensive list of POCs needed to implement the FF&E package. This would include but not be limited to appropriate project team members, using activity contacts, interior design representatives, construction contractors and installers involved in the project. In addition to name, address, phone, fax and email, include each contact’s job function.

Color Boards

Provide color boards for all finishes and fabrics for all FF&E items. Finishes to be included but not limited to paint, laminate, wood finish, fabric, etc.

Itemized Furniture Cost Estimate

Provide an itemized cost estimate of furnishings keyed to the plans and specifications of products included in the package. This cost estimate shall be based on GSA price schedules and must include columns for furniture item, quantity, cost per item and a total cost. The cost estimate must also include line items for subtotal, a ten percent mark-up for installation, and a grand total. Do not include line items for general contingency, electrical hook-up for systems furniture or other furniture requiring hardwiring, or any freight or delivery charges. Include a written statement that the pricing is based on GSA schedules. An estimate developed by a furniture dealership may be provided as support information for the estimate, but must be separate from the contractor provided estimate.

INTERIOR DESIGN DOCUMENTS

Overall Furniture and Area Plans

Provide floor Plans showing locations and quantities of all freestanding, and workstation furniture proposed for each floor of the building. Key each room to a large scale Furniture Placement Plan showing the furniture configuration, of all furniture. Provide enlarged area plans with a key plan identifying the area in which the building is located. All the items on the drawings should be keyed by furniture item code.

Workstation Plans

Provide plans showing each typical workstation configuration in plan view, elevations or isometric view. Drawings shall illustrate panels and all major components for each typical workstation configuration. Workstations shall be identified using the same numbering system as shown on the project drawings. Components shall be keyed to a legend on each sheet which identifies and describes the components along with dimensions. Provide the plan, elevations and isometric of each typical workstation together on the same drawing sheet.

Panel Plans

Provide plans showing panel locations and critical dimensions from finished face of walls, columns, panels including clearances and aisle widths. Key panel assemblies to a legend which shall include width, height, configuration of frames, panel fabric and finishes (if there are different selections existing within a project), powered or non-powered paneland wall mount locations.

Desk Plans

Provide typical free standing desk configurations in plan view, elevation or isometric view and identify components to clearly represent each desk configuration.

Reflected Ceiling Plans

Provide typical reflected ceiling plans showing ceiling finishes and heights, lighting fixtures, heating ventilation and air conditioning supply and return, and sprinkler head placement for coordination of furniture.

Electrical and Telecommunication Plans

Provide plans showing power provisions including type and locations of feeder components, activated outlets and other electrical components. Include on the plans locations and quantities of outlets for workstations. Clearly identify different outlets, i.e. electrical, LAN and telecommunication receptacles indicating each type proposed. Show wiring configuration,

(circuiting, switching, internal and external connections) and provide as applicable.

Artwork Placement Plans

Provide an Artwork Placement Plan to show location of artwork, assign an artwork item code to each piece of artwork. As an alternative, artwork can be located on the Furniture Plans. Provide a schedule that identifies each piece by room name and number. Provide installation instructions; include mounting height.

Window Drapery Plans

Provide Interior Window Drapery Plans. Key each drapery treatment to a schedule showing color, pattern, material, drapery size and type, draw direction, location and quantities.

ATTACHMENT C

TRACKING COMMENTS IN DRCHECKS

General

The Government and DB Contractor shall set up the project in Dr Checks. Throughout the design process, the parties shall enter, track, and back-check comments using the DrChecks system. Government reviewers enter design review comments into DrChecks. Designers of Record shall annotate comments timely and specifically to indicate exactly what action will be taken or why the action is not required. Comments considered critical by the conference participants shall be flagged as such.

DrChecks Review Comments

The DB Contractor and the Government shall monitor DrChecks to assure all comments are annotated and agreed to by the designers and reviewers prior to the next submittal. The DrChecks comments and responses shall be printed and included in the design analysis for record.

2.1 Conference participants (reviewers) will expect coordination between Design Analysis calculations and the submitted design. Reviewers will also focus on the design submittal's satisfaction of the contract requirements.

2.2 The Designers of Record shall answer each comment in DrChecks with a formal response prior to the next submittal, clearly indicating what action will be taken and what drawing/spec will change. Designers of Record are encouraged to directly contact reviewers to discuss and agree to the formal comment responses rather than relying only on DrChecks and review meetings to discuss comments. With the next design conference, reviewers will back-check answers to the comments against the submittal, in addition to reviewing additional design work.

2.3 Comments that, in the DB Contractor's opinion, require effort outside the scope of the contract shall be clearly indicated as such in DrChecks. The DB Contractor shall not proceed with work outside the contract until a modification to the contract is properly executed, if one is necessary.

DrChecks Initial Account Set-Up

To initialize an office's use of DrChecks, choose a contact person within the office to call the DrChecks Help Desk at 800-428-HELP, M-F, 8AM-5PM, Central time. This POC will be given an office password to distribute to others in the office. Individuals can then go to the hyperlink at {http://www.projnet.org} and register as a first time user. Upon registration, each user will be given a personal password to the DrChecks system.

3.1 Once the office and individuals are registered, the COE’s project manager or lead reviewer will assign the individuals and/or offices to the specific project for review. At this point, persons assigned can make comments, annotate comments, and close comments, depending on their particular assignment.

DrChecks Reviewer Role

The DB Contractor is the technical reviewer and the Government is the compliance reviewer of the DB designers design documents. Each reviewer enters their own comments into the Dr Checks system. To enter comments:

Log into DrChecks.

Click on the appropriate project.

Click on the appropriate review conference. An Add comment screen will appear.

Select or fill out the appropriate sections (particularly comment discipline and type of document for sorting) of the comment form and enter the comment in the space provided.

Click the Add Comment button. The comment will be added to the database and a fresh screen will appear for the next comment you have.

Once comments are all entered, exit DrChecks by choosing “My Account” and then Logout.

DrChecks Comment Evaluation

The role of the designers of record is to evaluate and respond to the comments entered by the Government reviewers and by the DB Contractor. To respond to comments:

Log into DrChecks.

Click on the appropriate project.

Under “Evaluate” click on the number under “Pending”.

Locate the comments that require your evaluation. (Note: If you know the comment number you can use the Quick Pick window on your home page in DrChecks; enter the number and click on go.)

Select the appropriate evaluation (concur, non-concur, for information only, or check and resolve) and add the response.

Click on the Add button. The evaluation will be added to the database and a fresh screen will appear with the next comment.

Once evaluations are all entered, exit DrChecks by choosing “My Account” and then Logout.

DrChecks Back-check

At the following design conference, participants will back-check comment annotations against newly presented documents to verify that the designers' responses are acceptable and completed. The DB Contractor and Government reviewers shall either enter additional back-check comments, as necessary or close those that are resolved as a result of the design conferences:

Log into DrChecks.

Click on the appropriate project.

Under “My Backcheck” click on the number under “Pending”.

If you agree with the designer’s response select “Close Comment” and add a closing response if desired.

If you do not agree with the designer’s response or the submittal does not reflect the response given, select “Issue Open”, enter additional information.

Click on the Add button. The back-check will be added to the database and a fresh screen will appear with the next comment.

Once back-checks are all entered, exit DrChecks by choosing “My Account” and then Logout. The design is completed and final when there are no pending comments to be evaluated and there are no pending or open comments under back-check.

ATTACHMENT D

SAMPLE FIRE PROTECTION AND LIFE SAFETY CODE REVIEW

Instructions: The information outlined in this document shall be used to provide the minimum requirement for development of Fire Protection and Life Safety Code submittals for all building projects. Additional and supplemental information may be used to further develop the code review. Insert N/A after criteria, which may be “not applicable”.

Project Name (insert name and location)

Applicable Codes and Standards

Unified Facilities Criteria (UFC): 3-600-01, Design: Fire Protection Engineering For Facilities

International Building Code (IBC) for fire resistance requirements, allowable floor area, building height limitations and building separation distance requirements, except as modified by UFC 3-600-01.

National Fire Protection Association (NFPA) 101 Life Safety Code (latest edition), for building egress and life safety and applicable criteria in UFC 3-600-01.

ADA and ABA Accessibllity Guidelines. For Buildings and Facilities See Section 01 10 00, Paragraph 3 for facility specific criteria.

Occupancy Classification

IBC chapters 3 and 4

Construction Type

IBC chapter 6

Area Limitations

IBC chapter 5, table 503

Allowable Floor Areas

IBC section 503, 505

Allowable area increases

IBC section 506, 507

Maximum Height of Buildings

IBC section 504

Fire-resistive substitution

Occupancy Separations

IBC table 302.3.2

Fire Resistive Requirements

Exterior Walls - [_____] hour rating, IBC table 601, 602

Interior Bearing walls - [_____] hour rating

Structural frame - [_____] hour rating

Permanent partitions - [_____] hour rating

Shaft enclosures - [_____] hour rating

Floors & Floor-Ceilings - [_____] hour rating

Roofs and Roof Ceilings - [_____] hour rating

Automatic Sprinklers and others used to determine the need for automatic Extinguishing Equipment, Extinguishing Systems, Foam Systems, Standpipe

UFC 3-600-01, chapters 4 and 6 systems, wet chemical systems, etc. State which systems are required and to what criteria they will be designed.

UFC 3-600-01, Appendix B Occupancy Classification. Note the classification for each room. This may be accomplished by classifying the entire building and noting exceptions for rooms that differ (E.g. The entire building is Light Hazard except boiler room and storage rooms which are [_____], etc.)

UFC 3-600-01, Chapter 3 Sprinkler Design Density, Sprinkler Design Area, Water Demand for Hose Streams (supply pressure and source requirements).

UFC 3-600-01, Chapter 4 Coverage per sprinkler head. Extended coverage sprinkler heads are not permitted.

Available Water Supply. Provide the results of the water flow tests showing the available water supply static pressure and residual pressure at flow. Based on this data and the estimated flow and pressure required for the sprinkler system, determine the need for a fire pump.

NFPA 13, Para. 8.16.4.6.1. Provide backflow preventer valves as required by the local municipality, authority, or water purveyor. Provide a test valve located downstream of the backflow preventer for flow testing the backflow preventer at full system demand flow. Route the discharge to an appropriate location outside the building.

Kitchen Cooking Exhaust Equipment

Describe when kitchen cooking exhaust equipment is provided for the project. Type of extinguishing systems for the equipment should be provided. per NFPA 96. Show all interlocks with manual release switches, fuel shutoff valves, electrical shunt trips, exhaust fans, and building alarms.

Portable Fire Extinguishers, fire classification and travel distance. per NFPA 10

Enclosure Protection and Penetration Requirements. - Opening Protectives and Through Penetrations

IBC Section712, 715 and Table 715.3. Mechanical rooms, exit stairways, storage rooms, janitor [_____] hour rating. IBC Table 302.1.1

Fire Blocks, Draft Stops, Through Penetrations and Opening Protectives

Fire Dampers. Describe where fire dampers and smoke dampers are to be used (IBC Section 716 and NFPA 90A}. State whether isolation smoke dampers are required at the air handler.

Detection Alarm and Communication. UFC 3-600-01, (Chapter 5); NFPA 101 para. 3.4 (chapters 12-42); NFPA 72

Mass Notification. Describe building/facility mass notification system (UFC 4-021-01) type and type of base-wide mass notification/communication system. State whether the visible notification appliances will be combined with the fire alarm system or kept separate. (Note: Navy has taken position to combine visible notification appliances with fire alarm).

Interior Finishes (classification). NFPA 101.10.2.3 and NFPA 101.7.1.4

Means of Egress

Separation of Means of Egress, NFPA 101 chapters 7 and 12-42; NFPA101.7.1.3

Occupant Load, NFPA101.7.3.1 and chapters 12-42.

Egress Capacity (stairs, corridors, ramps and doors) NFPA101.7.3.3

Number of Means of Egress, NFPA101.7.4 and chapters 12-42.

Dead end limits and Common Path of Travel, NFPA 101.7.5.1.6 and chapters 12-42.

Accessible Means of Egress (for accessible buildings), NFPA101.7.5.4

Measurement of Travel Distance to Exits, NFPA101.7.6 and chapters 12-42.

Discharge from Exits, NFPA101.7.7.2

Illumination of Means of Egress, NFPA101.7.8

Emergency Lighting, NFPA101.7.9

Marking of Means of Egress, NFPA101.7.10

Elevators, UFC 3-600-01, Chapter 6; IBC and ASME A17.1 - 2000,(Safety Code for Elevators and Escalators)

Accessibility Requirements, ADA and ABA Accessibility Guidelines for Buildings and Facilities

Certification of Fire Protection and Life Safety Code Requirements. (Note: Edit the Fire team membership if necessary). Preparers of this document certify the accuracy and completeness of the Fire Protection and Life Safety features for this

project in accordance with the attached completed form(s).

Designer of Record. Certification of Fire protection and Life Safety Code Requirements. (Note: Edit the Fire team members if necessary). Preparers of this document certify the accuracy and completeness of the Fire Protection and Life Safety features of this project.

Fire Protection Engineer of Record:

_____

Signature and Stamp

Date

OR

Architect of Record:

_____

Signature and Stamp

Date

Mechanical Engineer of Record:

_____

Signature and Stamp

Date

Electrical Engineer of Record:

_____

Signature/Date

ATTACHMENT E

LEED SUBMITTALS

LEED Credit Paragraph	Contractor Check Here if Credit is Claimed	**LEED-NC v2.2 Submittals (OCT09REV)**		Provide for Credit Audit Only		Date Submitted (to be filled in by Contractor)	Government Reviewer's Use (OCT09REV)
PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
GENERAL							
	GENERAL - All calculations shall be in accordance with LEED 2.2 Reference Guide.						
	GENERAL: Obtain excel version of this spreadsheet at http://en.sas.usace.army.mil/enWeb, "Engineering Criteria". OCT09REV						
	GENERAL - For all credits, narrative/comments may be added to describe special circumstances or considerations regarding the project's credit approach.						
	GENERAL - Include all required LEED drawings indicated below in contract drawings with applicable discipline drawings, labeled For Reference Only.						
	NOTE: Each submittal indicated with "**" differs from LEED certified project submittals by either having a different due date or being an added submittal not required by GBCI. OCT09REV						
	OCT09REV GENERAL - Audit documentation may include but is not limited to what is indicated in this table.						
			Closeout		List of all Final Design submittals revised after final design to reflect actual closeout conditions. Revised Final Design submittals. - OR - Statement confirming that no changes have been made since final design that effect final design submittal documents.		Proj Engr (PE)
CATEGORY 1 - SUSTAINABLE SITES							
SSPR1		Construction Activity Pollution Prevention (PREREQUISITE)	**Final Design		List of drawings and specifications that address the erosion control, particulate/dust control and sedimentation control measures to be implemented.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			**Final Design		Narrative that indicates which compliance path was used (NPDES or Local standards) and describes the measures to be implemented on the project. If a local standard was followed, provide specific information to demonstrate that the local standard is equal to or more stringent than the NPDES program.		CIV
SS1		Site Selection	Final Design		Statement confirming that project does not meet any of the prohibited criteria.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design	X	LEED Site plan drawing that shows all proposed development, line depicting boundary of all bodies of water and/or wetlands within 100 feet of project boundary and a line depicting 5' elevation above 100 year flood line that falls within project boundary. Not required if neither condition applies.		CIV
SS2		Development Density & Community Connectivity	Final Design		Option 1: LEED Site vicinity plan showing project site and surrounding development. Show density boundary or note drawing scale.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Table indicating, for project site and all surrounding sites within density radius (keyed to site vicinity plan), site area and building area. Project development density calculation. Density radius calculation. Development density calculation within density radius.		CIV
			Final Design		Option 2: LEED Site vicinity plan showing project site, the 1/2 mile community radius, pedestrian walkways and the locations of the residential development(s) and Basic Services surrounding the project site.		CIV
			Final Design		Option 2: List (including business name and type) of all Basic Services facilities within the 1/2 mile radius, keyed to site vicinity plan.		CIV
SS3		Brownfield Redevelopment	Final Design		Narrative describing contamination and the remediation activities included in project. Include statement indicating how site was determined to be a brownfield.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
SS4.1		Alternative Transportation: Public Transportation Access	Final Design		Statement indicating which option for compliance applies. State whether public transportation is existing or proposed and, if proposed, cite source of this information.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: LEED Site vicinity plan showing project site, mass transit stops and pedestrian path to them with path distance noted.		CIV
			Final Design		Option 2: LEED Site vicinity plan showing project site, bus stops and pedestrian path to them with path distance noted.		CIV
SS4.2		Alternative Transportation: Bicycle Storage & Changing Rooms	Final Design		FTE calculation. Bicycle storage spaces calculation. Shower/changing facilities calculation.		CIV
			Final Design		List of drawings that show the location(s) of bicycle storage areas. Statement indicating distance from building entrance.		CIV
			Final Design		List of drawings that show the location(s) of shower/changing facilities and, if located outside the buiding, statement indicating distance from building entrance.		ARC
SS4.3		Alternative Transportation: Low Emitting & Fuel Efficient Vehicles	Final Design		Statement indicating which option for compliance applies. FTE calculation. Statement indicating total parking capacity of site.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Low-emission & fuel-efficient vehicle calculation.		CIV

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PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
			Final Design		Option 1: List of drawings and specification references that show location and number of preferred parking spaces for low-emission & fuel-efficient vehicles and signage.		CIV
			Final Design		Option 1: Statement indicating quantity, make, model and manufacturer of low-emission & fuel-efficient vehicles to be provided. Statement confirming vehicles are zero-emission or indicating ACEEE vehicle scores.		CIV
			Final Design		Option 2: Low-emission & fuel-efficient vehicle parking calculation.		CIV
			Final Design		Option 2: List of drawings and specification references that show location and number of preferred parking spaces and signage.		CIV
			Final Design		Option 3: Low-emission & fuel-efficient vehicle refueling station calculation.		CIV
			Final Design		Option 3: List of drawings and specifications indicating location and number of refueling stations, fuel type and fueling capacity for each station for an 8-hour period.		CIV
			Closeout	X	Option 3: Construction product submittals indicating what was provided and confirming compliance with respect to fuel type and fueling capacity for each station for an 8-hour period.		CIV
SS4.4		Alternative Transportation: Parking Capacity	Final Design		Statement indicating which option for compliance applies.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Preferred parking calculation including number of spaces required, total provided, preferred spaces provided and percentage.		CIV
			Final Design		Option 2: FTE calculation. Preferred parking calculation including number of spaces provided, preferred spaces provided and percentage.		CIV
			Final Design		Options 1 and 2: List of drawings and specification references that show location and number of preferred parking spaces and signage.		CIV
			Final Design		Option 3: Narrative indicating number of spaces required and provided and describing infrastructure and support programs with description of project features to support them.		CIV
SS5.1		Site Development: Protect or Restore Habitat	**Final Design		Option 1: List of drawing and specification references that convey site disturbance limits.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			**Final Design		Option 2: LEED site plan drawing that delineates boundaries of each preserved and restored habitat area with area (sf) noted for each.		CIV
			**Final Design		Option 2: Percentage calculation of restored/preserved habitat to total site area. List of drawings and specification references that convey restoration planting requirements.		CIV
SS5.2		Site Development: Maximize Open Space	Final Design		Option 2: LEED site plan drawing delineating boundary of vegetated open space adjacent to building with areas of building footprint and designated open space noted.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
SS6.1		Stormwater Design: Quantity Control	Final Design		Statement indicating which option for compliance applies.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Indicate pre-development and post-development runoff rate(cfs) and runoff quantity (cf) -OR - Narrative describing site conditions, measures and controls to be implemented to prevent excessive stream velocities and erosion.		CIV
			Final Design		Option 2: Indicate pre-development and post-development runoff rate(cfs) and runoff quantity (cf). Indicate percent reduction in each.		CIV
SS6.2		Stormwater Design: Quality Control	Final Design		For non-structural controls, list all BMPs used and, for each, describe the function of the BMP and indicate the percent annual rainfall treated. List all structural controls and, for each, describe the pollutant removal and indicate the percent annual rainfall treated.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
SS7.1		Heat Island Effect: Non-Roof	**Final Design		LEED site plan drawing indicating locations and quantities of each paving type, including areas of shaded pavement. Percentage calculation indicating percentage of reflective/shaded/open grid area.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
SS7.2		Heat Island Effect: Roof	Final Design		Option 1: Percentage calculation indicating percentage of SRI compliant roof area. List of drawings and specification references that convey SRI requirements and roof slopes.		ARC

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PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
			Final Design OCT09REV		Option 1: List of specified roof materials indicating, for each, product type, manufacturer, product name and identification if known, SRI value and roof slope. OCT09REV		ARC
			**Closeout OCT09REV		Option 1: List of installed roof materials indicating, for each, manufacturer, product name and identification, SRI value and roof slope.		PE
			Closeout	X	Option 1: Manufacturer published product data or certification confirming SRI		PE
			Final Design		Option 2: Percentage calculation indicating percentage of vegetated roof area.		ARC
			Final Design		Option 3: Combined reflective and green roof calculation.		ARC
			Final Design OCT09REV		Option 3: List of specified roof materials indicating, for each, product type, manufacturer, product name and identification if known, SRI value and roof slope. OCT09REV		
			**Closeout OCT09REV		Option 3: List of installed roof materials indicating, for each, manufacturer, product name and identification, SRI value and roof slope.		PE
			Closeout	X	Option 3: Manufacturer published product data or certification confirming SRI		PE
SS8		Light Pollution Reduction	Final Design		Interior Lighting: List of drawings and specification references that convey interior lighting requirements (location and type of all installed interior lighting, location of non-opaque exterior envelope surfaces, allowing confirmation that maximum candela value from interiorfixtures does not intersect non-opaque building envelope surfaces). - OR - List of drawings and specification references that show automatic lighting controls that turn off non-essential lighting during non-business hours.		ELEC
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		ELEC
			Final Design		Exterior Lighting: List of drawings and specification references that convey exterior lighting requirements (location and type of all site lighting and building façade/landscape lighting).		ELEC
			Final Design		Exterior Site Lighting Power Density (LPD): Tabulation for exterior site lighting indicating, for each location identification or description, units of measure, area or distance of the location, actual LPD using units consistent with ASHRAE 90.1, and the ASHRAE allowable LPD for that type of location. Percentage calculation of actual versus allowable LPD for all site lighting.		ELEC
			Final Design		Exterior Building Facade/Landscape Lighting Power Density (LPD): Tabulation for exterior building facade/landscape lighting indicating, for each location identification or description, units of measure, area or distance of the location, actual LPD using units consistent with ASHRAE 90.1, and the ASHRAE allowable LPD for that type of location. Percentage calculation of actual versus allowable LPD for all building facade/landscape lighting.		ELEC
			Final Design		Exterior Lighting IESNA Zone: Indicate which IESNA zone is applicable to the project.		ELEC
			Final Design		Exterior Lighting Site Lumen table indicating, for each fixture type, quantity installed, initial lamp lumens per luminaire, initial lamp lumens above 90 degrees from Nadir, total lamp lumens and total lamp lumens above 90 degrees. Percentage of site lamp lumens above 90 degrees from nadir to total lamp lumens.		ELEC
			Final Design		Exterior Lighting Narrative describing analysis used for addressing requirements for light trespass at site boundary and beyond.		ELEC
CATEGORY 2 – WATER EFFICIENCY							
WE1.1		Water Efficient Landscaping: Reduce by 50%	Final Design		Statement indicating which option for compliance applies.		CIV
OCT09REV			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Calculation indicating, for baseline and design case, total water applied, total potable water applied, total non-potable water applied. Design case percent potable water reduction. If nonpotable water is used, indicate source of nonpotable water.		CIV
			Final Design		List of landscape plan drawings.		CIV
			Final Design		Narrative describing landscaping and irrigation design strategies, including water use calculation methodology used to determine savings and, if non-potable water is used, specific information about source and available quantity.		CIV
WE1.2		Water Efficient Landscaping: No Potable Water Use or No Irrigation	Same as WE1.1		Same as WE1.1		CIV
WE2		Innovative Wastewater Technologies	Final Design		Statement confirming which option for compliance applies.		MEC

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PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
			Final Design		Statement confirming which occupancy breakdown applies (default or special). For special occupancy breakdown, indicate source and explanation for ratio.		MEC
			Final Design		Occupancy calculation including male/female numbers for FTEs, visitors, students, customers, residential and other type occupants/users		MEC
			Final Design		Statement indicating percent of male restrooms with urinals. Statement indicating annual days of operation.		MEC
			Final Design		Baseline flush fixture calculation spreadsheet indicating, for each fixture type, gender, flush rate, daily uses per person for each occupant type identified in occupancy calculation and annual baseline flush fixture water usage.		MEC
			Final Design		Design case flush fixture calculation spreadsheet indicating, for each fixture type, gender, fixture manufacturer, fixture model number, flush rate, percent of occupants using this fixture type, daily uses per person for each occupant type identified in occupancy calculation and annual design case flush fixture water usage.		MEC
			Final Design		Option 1: If onsite non-potable water is used, identify source(s), indicate annual quantity from each source and indicate total annual quantity from all onsite non-potable water sources.		MEC
			Final Design		Option 1: Summary calculation indicating baseline annual water consumption, design case annual water consumption, non-potable annual water consumption and total percentage annual water savings.		MEC
			Final Design		Option 2: Statement confirming on-site treatment of all generated wastewater to tertiary standards and all treated wastewater is either infiltrated or used on-site.		MEC
			Final Design		Option 2: List of drawing and specification references that convey design of on-site wastewater treatment features.		CIV
			Final Design		Option 2: On-site water treatment quantity calculation indicating all on-site wastewater source(s), annual quantity treated, annual quantity infiltrated and annual quantity re-used on site from each source and totals for annual quantity treated, annual quantity infiltrated and annual quantity re-used on site from all sources.		CIV
			Final Design		Option 2: Wastewater summary calculation indicating design case annual flush fixture water usage, annual on-site water treatment and percentage sewage convyance reduction.		MEC
			Final Design		Narrative describing project strategy for reduction of potable water use for sewage conveyance, including specific information on reclaimed water usage and treated wastewater usage.		MEC
WE3.1		Water Use Reduction: 20% Reduction	Final Design		Statement confirming which occupancy breakdown applies (default or special). For special occupancy breakdown, indicate source and explanation for ratio.		MEC
			Final Design		Occupancy calculation including male/female numbers for FTEs, visitors, students, customers, residential and other type occupants/users		MEC
			Final Design		Statement indicating percent of male restrooms with urinals. Statement indicating annual days of operation.		MEC
			Final Design		Baseline flush fixture calculation spreadsheet indicating, for each fixture type, gender, flush rate, daily uses per person for each occupant type identified in occupancy calculation and annual baseline flush fixture water usage.		MEC
			Final Design		Design case flush fixture calculation spreadsheet indicating, for each fixture type, gender, fixture manufacturer, fixture model number, flush rate, percent of occupants using this fixture type, daily uses per person for each occupant type identified in occupancy calculation and annual design case flush fixture water usage.		MEC
			Closeout	X	Manufacturer published product data or certification confirming fixture water usage.		PE
WE3.2		Water Use Reduction: 30% Reduction	Same as WE3.1		Same as WE3.1		MEC
CATEGORY 3 – ENERGY AND ATMOSPHERE							
EAPR1		Fundamental Commissioning of the Building Energy Systems (PREREQUISITE)	**Final Design		**Owner's Project Requirements document		ALL
			**Final Design		**Basis of Design document for commissioned systems		MEC, ELEC
			**Final Design		**Commissioning Plan		MEC, ELEC

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PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
			Closeout		Statement confirming all commissioning requirements have been incorporated into construction documents.		PE
			Closeout		Commissioning Report		PE
EAPR2		Minimum Energy Performance (PREREQUISITE)	Final Design		Statement listing the mandatory provisions of ASHRAE 90.1 that project meets relative to compliance with this prerequisite and indicating which compliance path was used.		MEC ELEC ARC
EAPR3		Fundamental Refrigerant Management (PREREQUISITE)	Final Design		Statement indicating which option for compliance applies.		MEC
			Final Design		Option 2: Narrative describing phase out plan, including specific information on phase out dates and refrigerant quantities.		MEC
EA1		Optimize Energy Performance	Final Design		Statement indicating which compliance path option applies.		MEC
			Final Design		Option 1: Statement confirming simulation software capabilities and confirming assumptions and methodology.		MEC
			Final Design		Option 1: General information including simulation program, principal heating source, percent new construction and renovation, weather file, climate zone and Energy Star Target Finder score.		MEC
			Final Design		Option 1: Space summary listing, for each building use, the conditioned area, unconditioned area and total area and include total area for each category		MEC
			Final Design		Option 1: List of all simulation output advisory message data and show difference between baseline and proposed design		MEC
			Final Design		Option 1: Comparison summary for energy model inputs including description of baseline and design case energy model inputs, showing both by element type		MEC
			Final Design		Option 1: Energy type summary lising, for each energy type, utility rate description, units of energy and units of demand		MEC
			Final Design		Option 1: Statement indicating whether project uses on-site renewable energy. If yes, list all sources and indicate, for each source, backup energy type, annual energy generated, rated capacity and renewable energy cost		MEC
			Final Design		Option 1: If analysis includes exceptional calculation methods, statement describing how exceptional calculation measure cost savings is determined		MEC
			Final Design		Option 1: If analysis includes exceptional calculation methods, for each exceptional calculation method indicate energy types and, for each energy type, annual energy savings, annual cost savings, and brief descriptive narrative		MEC
			Final Design		Option 1: Baseline performance rating compliance report table indicating, for each energy end use, whether it is a process load, energy type, annual and peak energy demand for all four orientations. For each orientation indicate total annual energy use for each orientation and total annual process energy use.		MEC
			Final Design		Option 1: Baseline energy cost table indicating, for each energy type, annual cost for all four orientations and building total energy cost.		MEC
			Final Design		Option 1: Proposed Design performance rating compliance report table indicating, for each energy end use, whether it is a process load, energy type, annual and peak energy demand, baseline annual and peak energy demand and percent savings. Indicate total annual energy use and total annual process energy use for both proposed design and baseline and percent savings.		MEC
			Final Design		Option 1: Proposed Design energy cost table indicating, for each energy type, annual cost for all four orientations and building total energy cost.		MEC
			Final Design		Option 1: Energy cost and consumption by energy type report indicating, for each energy type, proposed design and baseline annual use and annual cost, percent savings annual use and annual cost. Indicate for renewable energy annual energy generated and annual cost. Indicate exceptional calculations annual energy savings and annual cost savings. Indicate building total annual energy use, annual energy cost for proposed design and baseline and indicate percent savings annual energy use and annual energy cost.		MEC

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PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
			Final Design		Option 1: Compliance summaries from energy simulation software. If software does not produce compliance summaries provide output summaries and example input summaries for baseline and proposed design supporting data in the tables. Output summaries must include simulated energy consumption by end use and total energy use and cost by energy type. Example input summaries should represent most common systems and must include occupancy, use pattern, assumed envelope component sizes and descriptive features and assumed mechanical equipment types and descriptive features		MEC
			Final Design		Option 1: Energy rate tariff from project energy providers (only if not using LEED Reference Guide default rates)		MEC
EA2.1		On-Site Renewable Energy	Final Design		Statement indicating which compliance path option applies.		ELEC
			Final Design		List all on-site renewable energy sources and indicate, for each source, backup energy type, annual energy generated, rated capacity and renewable energy cost. Indicate total annual energy use (all sources), total annual energy cost (all sources) and percent renewable energy cost.		ELEC MEC
			Final Design		Option 1: Indicate, for renewable energy,proposed design total annual energy generated and annual cost.		ELEC MEC
			Final Design		Option 2: Indicate CBECS building type and building gross area. Provide the following CBECS data: median annual electrical intensity, median annual non-electrical fuel intensity, average electric energy cost, average non-electric fuel cost, annual electric energy use and cost, annual non-electric fuel use and cost.		ELEC MEC
			Final Design		Option 2: Narrative describing renewable systems and explaining calculation method used to estimate annual energy generated, including factors influencing performance.		ELEC MEC
EA2.2		On-Site Renewable Energy	Same as EA2.1		Same as EA2.1		ELEC MEC
EA2.3		On-Site Renewable Energy	Same as EA2.1		Same as EA2.1		ELEC MEC
EA3		Enhanced Commissioning	**Final Design		**Owner's Project Requirements document (OPR)		ALL
			**Final Design		**Basis of Design document for commissioned systems (BOD)		ELEC MEC
			**Final Design		**Commissioning Plan		ELEC MEC
			Closeout		Statement confirming all commissioning requirements have been incorporated into construction documents.		PE
			Closeout		**Commissioning Report		PE
			**Final Design		Statement by CxA confirming Commissioning Design Review		
			Closeout		Statement by CxA confirming review of Contractor submittals for compliance with OPR and BOD		PE
			Closeout		**Systems Manual		PE
			Closeout		Statement by CxA confirming completion of O&M staff and occupant training		PE
			Closeout		**Scope of work for post-occupancy review of building operation, including plan for resolution of outstanding issues		PE
			**Predesign		Statement confirming CxA qualifications and contractual relationships relative to work on this project, demonstrating that CxA is an independent third party.		MEC
EA4		Enhanced Refrigerant Management	Final Design		Refrigerant impact calculation table with all building data and calculation values as shown in LEED 2.2 Reference Guide Example Calculations		MEC
			Final Design		Narrative describing any special circumstances or explanatory remarks OCT09REV		
			Closeout	X	Cut sheets highlighting refrigerant data for all HVAC components.		PE
EA5		Measurement & Verification	Closeout		Statement indicating which compliance path option applies.		PE
			Closeout		Measurement and Verification Plan		PE
			Closeout		**Scope of work for post-occupancy implementation of M&V plan		PE
EA6		Green Power	Closeout		Statement indicating which compliance path option applies.		PE
			Closeout		Option 1: Indicate proposed design total annual electric energy usage		PE
			Closeout		Option 2: Indicate actual total annual electric energy usage		PE
			Closeout		Option 3: Calculation indicating building type, total gross area, median electrical intensity and annual electric energy use		PE

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			Closeout		Green power provider summary table indicating, for each purchase type, provider name, annual quantity green power purchased and contract term. Indicate total annual green power use and indicate percent green power		PE
			Closeout		Narrative describing how Green Power or Green Tags are purchased		PE
CATEGORY 4 – MATERIALS AND RESOURCES							
MRPR1		Storage & Collection of Recyclables (PREREQUISITE)	Final Design		Statement confirming that recycling area will accommodate recycling of plastic, metal, paper, cardboard and glass. Narrative indicating any other materials addressed and coordination with pickup.		ARC
MR1.1		Building Reuse: Maintain 75% of Existing Walls, Floors & Roof	**Final Design		If project includes a building addition, confirm that area of building addition does not exceed 2x the area of the existing building.		ARC
			**Final Design		Spreadsheet listing, for each building structural/envelope element, the existing area and reused area. Total percent reused.		ARC
MR1.2		Building Reuse: Maintain 95% of Existing Walls, Floors & Roof	Same as MR1.1		Same as MR1.1		ARC
MR1.3		Building Reuse: Maintain 50% of Interior Non-Structural Elements	**Final Design		If project includes a building addition, confirm that area of building addition does not exceed 2x the area of the existing building.		ARC
			**Final Design		Spreadsheet listing, for each building interior non-structural element, the existing area and reused area. Total percent reused.		ARC
MR2.1		Construction Waste Management: Divert 50% From Disposal	**Preconstruction		Waste Management Plan		PE
			**Construction Quarterly and Closeout		Spreadsheet calculations indicating material description, disposal/diversion location (or recycling hauler), weight, total waste generated, total waste diverted, diversion percentage		PE
					OCT09REV		
			**Construction Quarterly and Closeout		Receipts/tickets for all items on spreadsheet		PE
MR2.2		Construction Waste Management: Divert 75% From Disposal	Same as MR2.1		Same as MR2.1		PE
MR3.1		Materials Reuse: 5%	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each reused/salvaged material, material description, source or vendor, cost. Total reused/salvaged materials percentage.		PE
MR3.2		Materials Reuse: 10%	Same as MR3.1		Same as MR3.1		PE
MR4.1		Recycled Content: 10% (post-consumer + 1/2 pre-consumer)	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each recycled content material, material name/description, manufacturer, cost, post-consumer recycled content percent, pre-consumer recycled content percent, source of recycled content data. Total post-consumer content materials cost, total pre-consumer content materials cost, total combined recycled content materials cost, recycled content materials percentage.		PE
			Final Design or NLT Preconstruction		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal. OCT09REV		PE
			Closeout	X	Manufacturer published product data or certification, confirming recycled content percentages in spreadsheet		PE
MR4.2		Recycled Content: 20% (post-consumer + 1/2 pre-consumer)	Same as MR4.1		Same as MR4.1		PE
MR5.1		Regional Materials:10% Extracted, Processed & Manufactured Regionally	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each regional material, material name/description, manufacturer, cost, percent compliant, harvest distance, manufacture distance, source of manufacture and harvest location data. Total regional materials cost, regional materials percentage.		PE
			Preconstruction OCT09REV		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal. OCT09REV		PE
			Closeout	X	Manufacturer published product data or certification confirming regional material percentages in spreadsheet		PE

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MR5.2		Regional Materials:20% Extracted, Processed & Manufactured Regionally	Same as MR5.1		Same as MR5.1		PE
MR6		Rapidly Renewable Materials	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each rapidly renewable material, material name/description, manufacturer, cost, rapidly renewable content percent, rapidly renewable product value. Total rapidly renewable product value, rapidly renewable materials percentage.		PE
			Final Design OCT09REV		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal. OCT09REV		ARC
			Closeout	X	Manufacturer published product data or certification confirming rapidly renewable material percentages in spreadsheet		PE
MR7		Certified Wood	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each certified wood material, material name/description, vendor, cost, wood component percent, certified wood percent of wood component, FSC chain of custody certificate number. Total certified wood product value, certified wood materials percentage.		PE
			Final Design or NLT Preconstruction		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal. OCT09REV		PE
			Closeout	X	Vendor invoices, FSC chain of custody certificates and anufacturer published product data or certification confirming all certified wood materials percentages in spreadsheet.		PE
CATEGORY 5 – INDOOR ENVIRONMENTAL QUALITY							
EQPR1		Minimum IAQ Performance (PREREQUISITE)	Final Design		Statement indicating which option for compliance applies, stating applicable criteria/requirement, and confirming that project has been designed to meet the applicable requirements.		MEC
			Final Design		Narrative describing the project's ventilation design, including specifics about fresh air intake volumes and special considerations.		MEC
EQPR2		Environmental Tobacco Smoke (ETS) Control (PREREQUISITE)	Final Design		Statement indicating which option for compliance applies, stating applicable criteria/requirement, and confirming that project has been designed to meet the applicable requirements.		ARC
			Final Design		List of drawing and specification references that convey conformance to applicable requirements (signage, exhaust system, room separation details, etc).		ARC
EQ1		Outdoor Air Delivery Monitoring	Final Design		Statement indicating which option for compliance applies and confirming that project has been designed to meet the applicable requirements.		MEC
			Final Design		List of drawing and specification references that convey conformance to applicable requirements.		MEC
			Final Design		Narrative describing the project's ventilation design and CO2 monitoring system, including specifics about monitors, operational parameters and setpoints.		MEC
			Closeout	X	Cut sheets for CO2 monitoring system.		PE
EQ2		Increased Ventilation	Final Design		Statement indicating which option for compliance applies and confirming that project has been designed to meet the applicable requirements.		MEC
			Final Design		Narrative describing the project's ventilation design, including specifics about zone fresh air intake volumes and demonstrating compliance.		MEC
			Final Design		Option 2: Narrative describing design method used for determining natural ventilation design, including calculation methodology/model results and demonstrating compliance.		MEC
			Final Design		List of drawing and specification references that convey conformance to applicable requirements.		MEC
EQ3.1		Construction IAQ Management Plan: During Construction	**Preconstruction		Construction IAQ Management Plan		PE
			Closeout		Statement confirming whether air handling units were operated during construction		PE
			Closeout		Dated jobsite photos showing examples of IAQ management plan practices being implemented. Label photos to indicate which practice they demonstrate. Minimum one photo of each practice at each building.		PE
			Closeout		Spreadsheet indicating, for each filter installed during construction, the manufacturer, model number, MERV rating, location installed, and if it was replaced immediately prior to occupancy.		PE
EQ3.2		Construction IAQ Management Plan: Before Occupancy	**Preconstruction		Construction IAQ Management Plan		PE

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			Closeout		Statement indicating which option for compliance applies and confirming that required activities have occurred that meet the applicable requirements.		PE
			Closeout		Option 1a: Narrative describing the project's flushout process, including specifics about temperature, airflow and duration, special considerations (if any) and demonstrating compliance.		PE
			Closeout		Option 1b: Narrative describing the project's pre-occupancy and post-occupancy flushout processes, including specifics about temperature, airflow and duration, special considerations (if any) and demonstrating compliance.		PE
			Closeout		Option 2: Narrative describing the project's IAQ testing process, including specifics about contaminants tested for, locations, remaining work at time of test, retest parameters and special considerations (if any).		PE
			Closeout		Option 2: IAQ testing report demonstrating compliance.		PE
EQ4.1		Low Emitting Materials: Adhesives & Sealants	Closeout		Spreadsheet indicating, for each applicable indoor adhesive, sealant and sealant primer used, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data.		PE
			Closeout		Spreadsheet indicating, for each applicable indoor aerosol adhesive, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data - OR - Statement confirming no indoor aerosol adhesives were used for the project.		PE
			Closeout	X	Manufacturer published product data or certification confirming material VOCs in spreadsheet		PE
EQ4.2		Low Emitting Materials: Paints & Coatings	Closeout		Spreadsheet indicating, for each applicable indoor paint and coating used, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data.		PE
			Closeout		Spreadsheet indicating, for each applicable indoor anti-corrosive/anti-rust paint and coating used, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data - OR - Statement confirming no indoor anti-corrosive/anti-rust paints were used for the project .		PE
			Closeout	X	Manufacturer published product data or certification confirming material VOCs in spreadsheet		PE
EQ4.3		Low Emitting Materials: Carpet Systems	Closeout		Spreadsheet indicating, for each indoor carpet used, the manufacturer, product name/model number, if it meets LEED requirement (yes/no) and source of LEED compliance data.		PE
			Closeout		Spreadsheet indicating, for each indoor carpet cushion used, the manufacturer, product name/model number, if it meets LEED requirement (yes/no) and source of LEED compliance data - OR - Statement confirming no indoor carpet cushion was used for the project.		PE
			Closeout	X	Manufacturer published product data or certification confirming material CRI label in spreadsheet		PE
EQ4.4		Low Emitting Materials: Composite Wood & Agrifiber Products	Closeout		Spreadsheet indicating, for each indoor composite wood and agrifiber product used, the manufacturer, product name/model number, if it contains added urea formaldehyde (yes/no) and source of LEED compliance data.		PE
			Closeout	X	Manufacturer published product data or certification confirming material urea formaldehyde in spreadsheet		PE
EQ5		Indoor Chemical & Pollutant Source Control	Closeout OCT09REV		Spreadsheet indicating, for each permanent entryway system used, the manufacturer, product name/model number and description of system. Roll-up and carpet systems requiring weekly cleaning to earn this credit are not a permitted option for Army projects.		PE
			Final Design		List of drawing and specification references that convey locations and installation methods for entryway systems.		ARC
			Final Design		Spreadsheet indicating, for each chemical use area, the room number, room name, description of room separation features (walls, floor/ceilings, openings) and pressure differential from surrounding spaces with doors closed - OR - Statement confirming that project includes no chemical use areas and that no hazardous cleaning materials are needed for building maintenance.		ARC MEC
			Final Design		If project includes chemical use areas: List of drawing and specification references that convey locations of chemical use areas, room separation features and exhaust system.		ARC MEC
			Closeout OCT09REV		If project includes chemical use areas: Spreadsheet indicating, for AHUs/mechanical ventilation equipment serving occupied areas, the manufacturer, model number, MERV rating, location installed, and if it was replaced immediately prior to occupancy (yes/no) - OR - Statement confirming that project does not use mechanical equipment for ventilation of occupied areas.		PE

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EQ6.1		Controllability of Systems: Lighting	Final Design		Calculation indicating total number of individual workstations, number of workstations with individual lighting controls and the percentage of workstations with individual lighting controls.		ELEC
			Final Design		For each shared multi-occupant space, provide a brief description of lighting controls.		ELEC
			Final Design		Narrative describing lighting control strategy, including type and location of individual controls and type and location of controls in shared multi-occupant spaces.		ELEC
EQ6.2		Controllability of Systems: Thermal Comfort	Final Design		Calculation indicating total number of individual workstations, number of workstations with individual thermal comfort controls and the percentage of workstations with individual thermal comfort controls.		MEC
			Final Design		For each shared multi-occupant space, provide a brief description of thermal comfort controls.		MEC
			Final Design		Narrative describing thermal comfort control strategy, including type and location of individual and shared multi-occupant controls.		MEC
EQ7.1		Thermal Comfort: Design	Final Design		Design criteria spreadsheet indicating, for spring, summer, fall and winter, maximum indoor space design temperature, minimum indoor space design temperature and maximum indoor space design humidity.		MEC
			Final Design		Narrative describing method used to establish thermal comfort control conditions and how systems design addresses the design criteria, including compliance with the referenced standard.		MEC
EQ7.2		Thermal Comfort: Verification	Final Design		Narrative describing the scope of work for the thermal comfort survey, including corrective action plan development		MEC
EQ8.1		Daylight & Views: Daylight 75% of Spaces	Final Design		Option 1: Table indicating all regularly occupied spaces with space area and space area with 2% daylighting factor. Sum of regularly occupied areas and regularly occupied areas with 2% daylighting factor. Percentage calculation of areas with 2% daylighting factor to total regularly occupied areas.		ARC
			Final Design		Option 1: Glazing factor calculation table		ARC
			Final Design		Option 2: Simulation model method, software and output data		ARC
			Final Design		Option 2: Table indicating all regularly occupied spaces with space area, space area with minimum 25 footcandles daylighting illumination, and method of providing glare control. Sum of regularly occupied areas and regularly occupied areas with 25 fc daylighting. Percentage calculation of areas with 25 fc daylighting to total regularly occupied areas.		ARC
			Final Design		For all occupied spaces excluded from the calculation, provide narrative indicating reasons for excluding the space.		ARC
			Final Design		List of drawing and specification references that convey exterior glazed opening head and sill heights and glazing performance properties.		ARC
			Closeout	X	Manufacturer published product data or certification confirming glazing Tvis in spreadsheet		PE
EQ8.2		Daylight & Views: Views for 90% of Spaces	Final Design		Table indicating all regularly occupied spaces with space area and space area with access to views. Sum of regularly occupied areas and regularly occupied areas with access to views. Percentage calculation of areas with views to total regularly occupied areas.		ARC
			Final Design		For all occupied spaces excluded from the calculation, provide narrative indicating reasons for excluding the space.		ARC
			Final Design		LEED Floor plan drawings showing line of sight diagramming of views areas in each regularly occupied space. List of drawing/specification references that convey exterior glazed opening head and sill heights.		ARC
CATEGORY 6 – FACILITY DELIVERY PROCESS							
IDc1.1		Innovation in Design	Final Design OCT09REV		Narrative decribing intent, requirement for credit, project approach to the credit. List of drawings and specification references that convey implementation of credit. All other documentation that validates claimed credit.		
IDc1.2		Innovation in Design	Final Design OCT09REV				
IDc1.3		Innovation in Design	Final Design OCT09REV				
IDc1.4		Innovation in Design	Final Design OCT09REV				
IDc2		LEED Accredited Professional	Final Design		Narrative indicating name of LEED AP, company name of LEED AP, description of LEED AP's role and responsiblilities in the project.		ARC

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GENERAL							
	GENERAL - All calculations shall be in accordance with LEED 2009 Reference Guide.						
	GENERAL: Obtain excel version of this spreadsheet at http://en.sas.usace.army.mil/enWeb, "Engineering Criteria".						
	GENERAL - For all credits, narrative/comments may be added to describe special circumstances or considerations regarding the project's credit approach.						
	GENERAL - Include all required LEED drawings indicated below in contract drawings with applicable discipline drawings, labeled For Reference Only.						
	NOTE: Each submittal indicated with "**" differs from LEED certified project submittals by either having a different due date or being an added submittal not required by GBCI.						
	NOTE: Projects seeking LEED certification need only submit to GBCI whatever documentation is acceptable to GBCI (for example, licensed professional certifications). This checklist identifies what must be submitted to the Government for internal review purposes. Government review of LEED documentation in no way supercedes or modifies the requirements and rulings of of GBCI for purposes of compliance with project requirement to obtain LEED certifiaction.						
	GENERAL - Audit documentation may include but is not limited to what is indicated in this table.						
			Closeout		List of all Final Design submittals revised after final design to reflect actual closeout conditions. Revised Final Design submittals. - OR - Statement confirming that no changes have been made since final design that effect final design submittal documents.		Proj Engr (PE)
CATEGORY 1 - SUSTAINABLE SITES							
SSPR1		Construction Activity Pollution Prevention (PREREQUISITE)	**Final Design		List of drawings and specifications that address the erosion control, particulate/dust control and sedimentation control measures to be implemented.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			**Final Design		Narrative that indicates which compliance path was used (NPDES or Local standards) and describes the measures to be implemented on the project. If a local standard was followed, provide specific information to demonstrate that the local standard is equal to or more stringent than the NPDES program.		CIV
SS1		Site Selection	Final Design		Statement confirming that project does not meet any of the prohibited criteria.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design	X	LEED Site plan drawing that shows all proposed development, line depicting boundary of all bodies of water and/or wetlands within 100 feet of project boundary and a line depicting 5' elevation above 100 year flood line that falls within project boundary. Not required if neither condition applies.		CIV
SS2		Development Density & Community Connectivity	Final Design		Option 1: LEED Site vicinity plan showing project site and surrounding development. Show density boundary or note drawing scale.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Table indicating, for project site and all surrounding sites within density radius (keyed to site vicinity plan), site area and building area. Project development density calculation. Density radius calculation. Development density calculation within density radius.		CIV
			Final Design		Option 2: LEED Site vicinity plan showing project site, the 1/2 mile community radius, pedestrian walkways and the locations of the residential development(s) and Basic Services surrounding the project site.		CIV
			Final Design		Option 2: List (including business name and type) of all Basic Services facilities within the 1/2 mile radius, keyed to site vicinity plan.		CIV
SS3		Brownfield Redevelopment	Final Design		Narrative describing contamination and the remediation activities included in project. Include statement indicating how site was determined to be a brownfield.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
SS4.1		Alternative Transportation: Public Transportation Access	Final Design		Statement indicating which option for compliance applies. State whether public transportation is existing or proposed and, if proposed, cite source of this information.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: LEED Site vicinity plan showing project site, mass transit stops and pedestrian path to them with path distance noted.		CIV
			Final Design		Option 2: LEED Site vicinity plan showing project site, bus stops and pedestrian path to them with path distance noted.		CIV
SS4.2		Alternative Transportation: Bicycle Storage & Changing Rooms	Final Design		FTE calculation. Bicycle storage spaces calculation. Shower/changing facilities calculation.		CIV
			Final Design		List of drawings that show the location(s) of bicycle storage areas. Statement indicating distance from building entrance.		CIV
			Final Design		List of drawings that show the location(s) of shower/changing facilities and, if located outside the buiding, statement indicating distance from building entrance.		ARC

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SS4.3		Alternative Transportation: Low Emitting & Fuel Efficient Vehicles	Final Design		Statement indicating which option for compliance applies. FTE calculation. Statement indicating total parking capacity of site.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Low-emission & fuel-efficient vehicle calculation.		CIV
			Final Design		Option 1: List of drawings and specification references that show location and number of preferred parking spaces for low-emission & fuel-efficient vehicles and signage.		CIV
			Final Design		Option 1: Statement indicating quantity, make, model and manufacturer of low-emission & fuel-efficient vehicles to be provided. Statement confirming vehicles are zero-emission or indicating ACEEE vehicle scores.		CIV
			Final Design		Option 2: Low-emission & fuel-efficient vehicle parking calculation.		CIV
			Final Design		Option 2: List of drawings and specification references that show location and number of preferred parking spaces and signage.		CIV
			Final Design		Option 3: Low-emission & fuel-efficient vehicle refueling station calculation.		CIV
			Final Design		Option 3: List of drawings and specifications indicating location and number of refueling stations, fuel type and fueling capacity for each station for an 8-hour period.		CIV
			Closeout	X	Option 3: Construction product submittals indicating what was provided and confirming compliance with respect to fuel type and fueling capacity for each station for an 8-hour period.		CIV
SS4.4		Alternative Transportation: Parking Capacity	Final Design		Statement indicating which option for compliance applies.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Preferred parking calculation including number of spaces required, total provided, preferred spaces provided and percentage.		CIV
			Final Design		Option 2: FTE calculation. Preferred parking calculation including number of spaces provided, preferred spaces provided and percentage.		CIV
			Final Design		Options 1 and 2: List of drawings and specification references that show location and number of preferred parking spaces and signage.		CIV
			Final Design		Option 3: Narrative indicating number of spaces required and provided and describing infrastructure and support programs with description of project features to support them.		CIV
SS5.1		Site Development: Protect or Restore Habitat	**Final Design		Option 1: List of drawing and specification references that convey site disturbance limits.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			**Final Design		Option 2: LEED site plan drawing that delineates boundaries of each preserved and restored habitat area with area (sf) noted for each.		CIV
			**Final Design		Option 2: Percentage calculation of restored/preserved habitat to total site area. List of drawings and specification references that convey restoration planting requirements.		CIV
SS5.2		Site Development: Maximize Open Space	Final Design		Option 2: LEED site plan drawing delineating boundary of vegetated open space adjacent to building with areas of building footprint and designated open space noted.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
SS6.1		Stormwater Design: Quantity Control	Final Design		Statement indicating which option for compliance applies.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Option 1: Indicate pre-development and post-development runoff rate(cfs) and runoff quantity (cf) -OR - Narrative describing site conditions, measures and controls to be implemented to prevent excessive stream velocities and erosion.		CIV
			Final Design		Option 2: Indicate pre-development and post-development runoff rate(cfs) and runoff quantity (cf). Indicate percent reduction in each.		CIV
SS6.2		Stormwater Design: Quality Control	Final Design		For non-structural controls, list all BMPs used and, for each, describe the function of the BMP and indicate the percent annual rainfall treated. List all structural controls and, for each, describe the pollutant removal and indicate the percent annual rainfall treated.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
SS7.1		Heat Island Effect: Non-Roof	**Final Design		LEED site plan drawing indicating locations and quantities of each paving type, including areas of shaded pavement. Percentage calculation indicating percentage of reflective/shaded/open grid area.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV

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SS7.2		Heat Island Effect: Roof	Final Design		Option 1: Percentage calculation indicating percentage of SRI compliant roof area. List of drawings and specification references that convey SRI requirements and roof slopes.		ARC
			Final Design		Option 1: List of specified roof materials indicating, for each, type, manufacturer, product name and identification if known, SRI value and roof slope.		ARC
			**Closeout		Option 1: List of installed roof materials indicating, for each, manufacturer, product name and identification, SRI value and roof slope.		PE
			Closeout	X	Option 1: Manufacturer published product data or certification confirming SRI		PE
			Final Design		Option 2: Percentage calculation indicating percentage of vegetated roof area.		ARC
			Final Design		Option 3: Combined reflective and green roof calculation.		ARC
			Final Design		Option 3: List of specified roof materials indicating, for each, type, manufacturer, product name and identification if known, SRI value and roof slope.		ARC
			**Closeout		Option 3: List of installed roof materials indicating, for each, manufacturer, product name and identification, SRI value and roof slope.		PE
			Closeout	X	Option 3: Manufacturer published product data or certification confirming SRI		PE
SS8		Light Pollution Reduction	Final Design		Interior Lighting: List of drawings and specification references that convey interior lighting requirements (location and type of all installed interior lighting, location of non-opaque exterior envelope surfaces, allowing confirmation that maximum candela value from interiorfixtures does not intersect non-opaque building envelope surfaces). - OR - List of drawings and specification references that show automatic lighting controls compliance with credit requirement.		ELEC
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		ELEC
			Final Design		Exterior Lighting: List of drawings and specification references that convey exterior lighting requirements (location and type of all site lighting and building façade/landscape lighting).		ELEC
			Final Design		Exterior Site Lighting Power Density (LPD): Tabulation for exterior site lighting indicating, for each location identification or description, units of measure, area or distance of the location, actual LPD using units consistent with ASHRAE 90.1, and the ASHRAE allowable LPD for that type of location. Percentage calculation of actual versus allowable LPD for all site lighting.		ELEC
			Final Design		Exterior Building Facade/Landscape Lighting Power Density (LPD): Tabulation for exterior building facade/landscape lighting indicating, for each location identification or description, units of measure, area or distance of the location, actual LPD using units consistent with ASHRAE 90.1, and the ASHRAE allowable LPD for that type of location. Percentage calculation of actual versus allowable LPD for all building facade/landscape lighting.		ELEC
			Final Design		Exterior Lighting IESNA Zone: Indicate which IESNA zone is applicable to the project.		ELEC
			Final Design		Exterior Lighting Site Lumen table indicating, for each fixture type, quantity installed, initial lamp lumens per luminaire, initial lamp lumens above 90 degrees from Nadir, total lamp lumens and total lamp lumens above 90 degrees. Percentage of site lamp lumens above 90 degrees from nadir to total lamp lumens.		ELEC
			Final Design		Exterior Lighting Narrative describing analysis used for addressing requirements for light trespass at site boundary and beyond.		ELEC
CATEGORY 2 – WATER EFFICIENCY							
WEPR1		Water Use Reduction: 20% Reduction	Final Design		Statement confirming which occupancy breakdown applies (default or special). For special occupancy breakdown, indicate source and explanation for ratio.		MEC
			Final Design		Occupancy calculation including male/female numbers for FTEs, visitors, students, customers, residential and other type occupants/users		MEC
			Final Design		Statement indicating percent of male restrooms with urinals. Statement indicating annual days of operation.		MEC

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			Final Design		Baseline flush fixture calculation spreadsheet indicating, for each fixture type, gender, flush rate, daily uses per person for each occupant type identified in occupancy calculation and annual baseline flush fixture water usage.		MEC
			Final Design		Design case flush fixture calculation spreadsheet indicating, for each fixture type, gender, fixture manufacturer, fixture model number, flush rate, percent of occupants using this fixture type, daily uses per person for each occupant type identified in occupancy calculation and annual design case flush fixture water usage.		MEC
			Closeout	X	Manufacturer published product data or certification confirming fixture water usage.		PE
WE1.1		Water Efficient Landscaping: Reduce by 50%	Final Design		Statement indicating which option for compliance applies.		CIV
			**Final Design		Delineation and labeling of "LEED Project site boundary" on site plan.		CIV
			Final Design		Calculation indicating, for baseline and design case, total water applied, total potable water applied, total non-potable water applied. Design case percent potable water reduction. If nonpotable water is used, indicate source of nonpotable water.		CIV
			Final Design		List of landscape plan drawings.		CIV
			Final Design		Narrative describing landscaping and irrigation design strategies, including water use calculation methodology used to determine savings and, if non-potable water is used, specific information about source and available quantity.		CIV
WE1.2		Water Efficient Landscaping: No Potable Water Use or No Irrigation	Same as WE1.1		Same as WE1.1		CIV
WE2		Innovative Wastewater Technologies	Final Design		Statement confirming which option for compliance applies.		MEC
			Final Design		Statement confirming which occupancy breakdown applies (default or special). For special occupancy breakdown, indicate source and explanation for ratio.		MEC
			Final Design		Occupancy calculation including male/female numbers for FTEs, visitors, students, customers, residential and other type occupants/users		MEC
			Final Design		Statement indicating percent of male restrooms with urinals. Statement indicating annual days of operation.		MEC
			Final Design		Baseline flush fixture calculation spreadsheet indicating, for each fixture type, gender, flush rate, daily uses per person for each occupant type identified in occupancy calculation and annual baseline flush fixture water usage.		MEC
			Final Design		Design case flush fixture calculation spreadsheet indicating, for each fixture type, gender, fixture manufacturer, fixture model number, flush rate, percent of occupants using this fixture type, daily uses per person for each occupant type identified in occupancy calculation and annual design case flush fixture water usage.		MEC
			Final Design		Option 1: If onsite non-potable water is used, identify source(s), indicate annual quantity from each source and indicate total annual quantity from all onsite non-potable water sources.		MEC
			Final Design		Option 1: Summary calculation indicating baseline annual water consumption, design case annual water consumption, non-potable annual water consumption and total percentage annual water savings.		MEC
			Final Design		Option 2: Statement confirming on-site treatment of all generated wastewater to tertiary standards and all treated wastewater is either infiltrated or used on-site.		MEC
			Final Design		Option 2: List of drawing and specification references that convey design of on-site wastewater treatment features.		CIV
			Final Design		Option 2: On-site water treatment quantity calculation indicating all on-site wastewater source(s), annual quantity treated, annual quantity infiltrated and annual quantity re-used on site from each source and totals for annual quantity treated, annual quantity infiltrated and annual quantity re-used on site from all sources.		CIV
			Final Design		Option 2: Wastewater summary calculation indicating design case annual flush fixture water usage, annual on-site water treatment and percentage sewage convyance reduction.		MEC
			Final Design		Narrative describing project strategy for reduction of potable water use for sewage conveyance, including specific information on reclaimed water usage and treated wastewater usage.		MEC
WE3		Water Use Reduction: 30% - 40% Reduction	Same as WEPR1		Same as WEPR1		MEC
CATEGORY 3 – ENERGY AND ATMOSPHERE							

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EAPR1		Fundamental Commissioning of the Building Energy Systems (PREREQUISITE)	**Final Design		**Owner's Project Requirements document		ALL
			**Final Design		**Basis of Design document for commissioned systems		MEC, ELEC
			**Final Design		**Commissioning Plan		MEC, ELEC
			Closeout		Statement confirming all commissioning requirements have been incorporated into construction documents.		PE
			Closeout		Commissioning Report		PE
EAPR2		Minimum Energy Performance (PREREQUISITE)	Final Design		Statement listing the mandatory provisions of ASHRAE 90.1 that project meets relative to compliance with this prerequisite and indicating which compliance path was used.		MEC ELEC ARC
			Final Design		Statement indicating which compliance path option applies.		MEC
			Final Design		Option 1: Statement confirming simulation software capabilities and confirming assumptions and methodology.		MEC
			Final Design		Option 1: General information including simulation program, principal heating source, percent new construction and renovation, weather file, climate zone and Energy Star Target Finder score.		MEC
			Final Design		Option 1: Space summary listing, for each building use, the conditioned area, unconditioned area and total area and include total area for each category		MEC
			Final Design		Option 1: List of all simulation output advisory message data and show difference between baseline and proposed design		MEC
			Final Design		Option 1: Comparison summary for energy model inputs including description of baseline and design case energy model inputs, showing both by element type		MEC
			Final Design		Option 1: Energy type summary lising, for each energy type, utility rate description, units of energy and units of demand		MEC
			Final Design		Option 1: Statement indicating whether project uses on-site renewable energy. If yes, list all sources and indicate, for each source, backup energy type, annual energy generated, rated capacity and renewable energy cost		MEC
			Final Design		Option 1: If analysis includes exceptional calculation methods, statement describing how exceptional calculation measure cost savings is determined		MEC
			Final Design		Option 1: If analysis includes exceptional calculation methods, for each exceptional calculation method indicate energy types and, for each energy type, annual energy savings, annual cost savings, and brief descriptive narrative		MEC
			Final Design		Option 1: Baseline performance rating compliance report table indicating, for each energy end use, whether it is a process load, energy type, annual and peak energy demand for all four orientations. For each orientation indicate total annual energy use for each orientation and total annual process energy use.		MEC
			Final Design		Option 1: Baseline energy cost table indicating, for each energy type, annual cost for all four orientations and building total energy cost.		MEC
			Final Design		Option 1: Proposed Design performance rating compliance report table indicating, for each energy end use, whether it is a process load, energy type, annual and peak energy demand, baseline annual and peak energy demand and percent savings. Indicate total annual energy use and total annual process energy use for both proposed design and baseline and percent savings.		MEC
			Final Design		Option 1: Proposed Design energy cost table indicating, for each energy type, annual cost for all four orientations and building total energy cost.		MEC
			Final Design		Option 1: Energy cost and consumption by energy type report indicating, for each energy type, proposed design and baseline annual use and annual cost, percent savings annual use and annual cost. Indicate for renewable energy annual energy generated and annual cost. Indicate exceptional calculations annual energy savings and annual cost savings. Indicate building total annual energy use, annual energy cost for proposed design and baseline and indicate percent savings annual energy use and annual energy cost.		MEC

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			Final Design		Option 1: Compliance summaries from energy simulation software. If software does not produce compliance summaries provide output summaries and example input summaries for baseline and proposed design supporting data in the tables. Output summaries must include simulated energy consumption by end use and total energy use and cost by energy type. Example input summaries should represent most common systems and must include occupancy, use pattern, assumed envelope component sizes and descriptive features and assumed mechanical equipment types and descriptive features		MEC
			Final Design		Option 1: Energy rate tariff from project energy providers (only if not using LEED Reference Guide default rates)		MEC
EAPR3		Fundamental Refrigerant Management (PREREQUISITE)	Final Design		Statement indicating which option for compliance applies.		MEC
			Final Design		Option 2: Narrative describing phase out plan, including specific information on phase out dates and refrigerant quantities.		MEC
EA1		Optimize Energy Performance	Final Design		Statement indicating which compliance path option applies.		MEC
			Final Design		Option 1: Statement confirming simulation software capabilities and confirming assumptions and methodology.		MEC
			Final Design		Option 1: General information including simulation program, principal heating source, percent new construction and renovation, weather file, climate zone and Energy Star Target Finder score.		MEC
			Final Design		Option 1: Space summary listing, for each building use, the conditioned area, unconditioned area and total area and include total area for each category		MEC
			Final Design		Option 1: List of all simulation output advisory message data and show difference between baseline and proposed design		MEC
			Final Design		Option 1: Comparison summary for energy model inputs including description of baseline and design case energy model inputs, showing both by element type		MEC
			Final Design		Option 1: Energy type summary lising, for each energy type, utility rate description, units of energy and units of demand		MEC
			Final Design		Option 1: Statement indicating whether project uses on-site renewable energy. If yes, list all sources and indicate, for each source, backup energy type, annual energy generated, rated capacity and renewable energy cost		MEC
			Final Design		Option 1: If analysis includes exceptional calculation methods, statement describing how exceptional calculation measure cost savings is determined		MEC
			Final Design		Option 1: If analysis includes exceptional calculation methods, for each exceptional calculation method indicate energy types and, for each energy type, annual energy savings, annual cost savings, and brief descriptive narrative		MEC
			Final Design		Option 1: Baseline performance rating compliance report table indicating, for each energy end use, whether it is a process load, energy type, annual and peak energy demand for all four orientations. For each orientation indicate total annual energy use for each orientation and total annual process energy use.		MEC
			Final Design		Option 1: Baseline energy cost table indicating, for each energy type, annual cost for all four orientations and building total energy cost.		MEC
			Final Design		Option 1: Proposed Design performance rating compliance report table indicating, for each energy end use, whether it is a process load, energy type, annual and peak energy demand, baseline annual and peak energy demand and percent savings. Indicate total annual energy use and total annual process energy use for both proposed design and baseline and percent savings.		MEC
			Final Design		Option 1: Proposed Design energy cost table indicating, for each energy type, annual cost for all four orientations and building total energy cost.		MEC
			Final Design		Option 1: Energy cost and consumption by energy type report indicating, for each energy type, proposed design and baseline annual use and annual cost, percent savings annual use and annual cost. Indicate for renewable energy annual energy generated and annual cost. Indicate exceptional calculations annual energy savings and annual cost savings. Indicate building total annual energy use, annual energy cost for proposed design and baseline and indicate percent savings annual energy use and annual energy cost.		MEC

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			Final Design		Option 1: Compliance summaries from energy simulation software. If software does not produce compliance summaries provide output summaries and example input summaries for baseline and proposed design supporting data in the tables. Output summaries must include simulated energy consumption by end use and total energy use and cost by energy type. Example input summaries should represent most common systems and must include occupancy, use pattern, assumed envelope component sizes and descriptive features and assumed mechanical equipment types and descriptive features		MEC
			Final Design		Option 1: Energy rate tariff from project energy providers (only if not using LEED Reference Guide default rates)		MEC
EA2.1		On-Site Renewable Energy	Final Design		Statement indicating which compliance path option applies.		ELEC
			Final Design		List all on-site renewable energy sources and indicate, for each source, backup energy type, annual energy generated, rated capacity and renewable energy cost. Indicate total annual energy use (all sources), total annual energy cost (all sources) and percent renewable energy cost.		ELEC MEC
			Final Design		Option 1: Indicate, for renewable energy,proposed design total annual energy generated and annual cost.		ELEC MEC
			Final Design		Option 2: Indicate CBECS building type and building gross area. Provide the following CBECS data: median annual electrical intensity, median annual non-electrical fuel intensity, average electric energy cost, average non-electric fuel cost, annual electric energy use and cost, annual non-electric fuel use and cost.		ELEC MEC
			Final Design		Option 2: Narrative describing renewable systems and explaining calculation method used to estimate annual energy generated, including factors influencing performance.		ELEC MEC
EA2.2		On-Site Renewable Energy	Same as EA2.1		Same as EA2.1		ELEC MEC
EA2.3		On-Site Renewable Energy	Same as EA2.1		Same as EA2.1		ELEC MEC
EA3		Enhanced Commissioning	**Final Design		**Owner's Project Requirements document (OPR)		ALL
			**Final Design		**Basis of Design document for commissioned systems (BOD)		ELEC MEC
			**Final Design		**Commissioning Plan		ELEC MEC
			Closeout		Statement confirming all commissioning requirements have been incorporated into construction documents.		PE
			Closeout		**Commissioning Report		PE
			**Final Design		Statement by CxA confirming Commissioning Design Review		
			Closeout		Statement by CxA confirming review of Contractor submittals for compliance with OPR and BOD		PE
			Closeout		**Systems Manual		PE
			Closeout		Statement by CxA confirming completion of O&M staff and occupant training		PE
			Closeout		**Scope of work for post-occupancy review of building operation, including plan for resolution of outstanding issues		PE
			**Predesign		Statement confirming CxA qualifications and contractual relationships relative to work on this project, demonstrating that CxA is an independent third party.		MEC
EA4		Enhanced Refrigerant Management	Final Design		Refrigerant impact calculation table with all building data and calculation values as shown in LEED 2009 Reference Guide Example Calculations		MEC
			Final Design		Narrative describing any special circumstances or explanatory remarks		
			Closeout	X	Cut sheets highlighting refrigerant data for all HVAC components.		PE
EA5		Measurement & Verification	Closeout		Statement indicating which compliance path option applies.		PE
			Closeout		Measurement and Verification Plan including Corrective Action Plan		PE
			Closeout		**Scope of work for post-occupancy implementation of M&V plan including corrective action plan.		PE
EA6		Green Power	Closeout		Statement indicating which compliance path option applies.		PE
			Closeout		Option 1: Indicate proposed design total annual electric energy usage		PE
			Closeout		Option 2: Indicate actual total annual electric energy usage		PE
			Closeout		Option 3: Calculation indicating building type, total gross area, median electrical intensity and annual electric energy use		PE

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			Closeout		Green power provider summary table indicating, for each purchase type, provider name, annual quantity green power purchased and contract term. Indicate total annual green power use and indicate percent green power		PE
			Closeout		Narrative describing how Green Power or Green Tags are purchased		PE
CATEGORY 4 – MATERIALS AND RESOURCES							
MRPR1		Storage & Collection of Recyclables (PREREQUISITE)	Final Design		Statement confirming that recycling area will accommodate recycling of plastic, metal, paper, cardboard and glass. Narrative indicating any other materials addressed and coordination with pickup.		ARC
MR1.1		Building Reuse: Maintain 55% of Existing Walls, Floors & Roof	**Final Design		If project includes a building addition, confirm that area of building addition does not exceed 2x the area of the existing building.		ARC
			**Final Design		Spreadsheet listing, for each building structural/envelope element, the existing area and reused area. Total percent reused.		ARC
MR1.2		Building Reuse: Maintain 75% of Existing Walls, Floors & Roof	Same as MR1.1		Same as MR1.1		ARC
MR1.3		Building Reuse: Maintain 95% of Existing Walls, Floors & Roof	Same as MR1.1		Same as MR1.1		ARC
MR1.4		Building Reuse: Maintain 50% of Interior Non-Structural Elements	**Final Design		If project includes a building addition, confirm that area of building addition does not exceed 2x the area of the existing building.		ARC
			**Final Design		Spreadsheet listing, for each building interior non-structural element, the existing area and reused area. Total percent reused.		ARC
MR2.1		Construction Waste Management: Divert 50% From Disposal	**Preconstruction		Waste Management Plan		PE
			**Construction Quarterly and Closeout		Spreadsheet calculations indicating material description, disposal/diversion location (or recycling hauler), weight, total waste generated, total waste diverted, diversion percentage		PE
			**Construction Quarterly and Closeout		Receipts/tickets for all items on spreadsheet		PE
MR2.2		Construction Waste Management: Divert 75% From Disposal	Same as MR2.1		Same as MR2.1		PE
MR3.1		Materials Reuse: 5%	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each reused/salvaged material, material description, source or vendor, cost. Total reused/salvaged materials percentage.		PE
MR3.2		Materials Reuse: 10%	Same as MR3.1		Same as MR3.1		PE
MR4.1		Recycled Content: 10% (post-consumer + 1/2 pre-consumer)	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each recycled content material, material name/description, manufacturer, cost, post-consumer recycled content percent, pre-consumer recycled content percent, source of recycled content data. Total post-consumer content materials cost, total pre-consumer content materials cost, total combined recycled content materials cost, recycled content materials percentage.		PE
			Final Design or NLT Preconstruction		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal.		PE
			Closeout	X	Manufacturer published product data or certification, confirming recycled content percentages in spreadsheet		PE
MR4.2		Recycled Content: 20% (post-consumer + 1/2 pre-consumer)	Same as MR4.1		Same as MR4.1		PE
MR5.1		Regional Materials:10% Extracted, Processed & Manufactured Regionally	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each regional material, material name/description, manufacturer, cost, percent compliant, harvest distance, manufacture distance, source of manufacture and harvest location data. Total regional materials cost, regional materials percentage.		PE
			Preconstruction		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal.		PE
			Closeout	X	Manufacturer published product data or certification confirming regional material percentages in spreadsheet		PE

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MR5.2		Regional Materials:20% Extracted, Processed & Manufactured Regionally	Same as MR5.1		Same as MR5.1		PE
MR6		Rapidly Renewable Materials	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each rapidly renewable material, material name/description, manufacturer, cost, rapidly renewable content percent, rapidly renewable product value. Total rapidly renewable product value, rapidly renewable materials percentage.		PE
			Final Design		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal.		ARC
			Closeout	X	Manufacturer published product data or certification confirming rapidly renewable material percentages in spreadsheet		PE
MR7		Certified Wood	Closeout		Statement indicating total materials value and whether default or actual.		PE
			Closeout		Spreadsheet calculations indicating, for each certified wood material, material name/description, vendor, cost, wood component percent, certified wood percent of wood component, FSC chain of custody certificate number. Total certified wood product value, certified wood materials percentage.		PE
			Final Design or NLT Preconstruction		**Purchasing Plan consisting of spreadsheet indicated above, filled in with estimated quantities to show strategy for achieving goal.		PE
			Closeout	X	Vendor invoices, FSC chain of custody certificates and anufacturer published product data or certification confirming all certified wood materials percentages in spreadsheet.		PE
INDOOR ENVIRONMENTAL QUALITY							
EQPR1		Minimum IAQ Performance (PREREQUISITE)	Final Design		Statement indicating which option for compliance applies, stating applicable criteria/requirement, and confirming that project has been designed to meet the applicable requirements.		MEC
			Final Design		Narrative describing the project's ventilation design, including specifics about fresh air intake volumes and special considerations.		MEC
EQPR2		Environmental Tobacco Smoke (ETS) Control (PREREQUISITE)	Final Design		Statement indicating which option for compliance applies, stating applicable criteria/requirement, and confirming that project has been designed to meet the applicable requirements.		ARC
			Final Design		List of drawing and specification references that convey conformance to applicable requirements (signage, exhaust system, room separation details, etc).		ARC
EQ1		Outdoor Air Delivery Monitoring	Final Design		Statement indicating which option for compliance applies and confirming that project has been designed to meet the applicable requirements.		MEC
			Final Design		List of drawing and specification references that convey conformance to applicable requirements.		MEC
			Final Design		Narrative describing the project's ventilation design and CO2 monitoring system, including specifics about monitors, operational parameters and setpoints.		MEC
			Closeout	X	Cut sheets for CO2 monitoring system.		PE
EQ2		Increased Ventilation	Final Design		Statement indicating which option for compliance applies and confirming that project has been designed to meet the applicable requirements.		MEC
			Final Design		Narrative describing the project's ventilation design, including specifics about zone fresh air intake volumes and demonstrating compliance.		MEC
			Final Design		Option 2: Narrative describing design method used for determining natural ventilation design, including calculation methodology/model results and demonstrating compliance.		MEC
			Final Design		List of drawing and specification references that convey conformance to applicable requirements.		MEC
EQ3.1		Construction IAQ Management Plan: During Construction	**Preconstruction		Construction IAQ Management Plan		PE
			Closeout		Statement confirming whether air handling units were operated during construction		PE
			Closeout		Dated jobsite photos showing examples of IAQ management plan practices being implemented. Label photos to indicate which practice they demonstrate. Minimum one photo of each practice at each building.		PE

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			Closeout		Spreadsheet indicating, for each filter installed during construction, the manufacturer, model number, MERV rating, location installed, and if it was replaced immediately prior to occupancy.		PE
EQ3.2		Construction IAQ Management Plan: Before Occupancy	**Preconstruction		Construction IAQ Management Plan		PE
			Closeout		Statement indicating which option for compliance applies and confirming that required activities have occurred that meet the applicable requirements.		PE
			Closeout		Option 1a: Narrative describing the project's flushout process, including specifics about temperature, airflow and duration, special considerations (if any) and demonstrating compliance.		PE
			Closeout		Option 1b: Narrative describing the project's pre-occupancy and post-occupancy flushout processes, including specifics about temperature, airflow and duration, special considerations (if any) and demonstrating compliance.		PE
			Closeout		Option 2: Narrative describing the project's IAQ testing process, including specifics about contaminants tested for, locations, remaining work at time of test, retest parameters and special considerations (if any).		PE
			Closeout		Option 2: IAQ testing report demonstrating compliance.		PE
EQ4.1		Low Emitting Materials: Adhesives & Sealants	Closeout		Spreadsheet indicating, for each applicable indoor adhesive, sealant and sealant primer used, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data.		PE
			Closeout		Spreadsheet indicating, for each applicable indoor aerosol adhesive, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data - OR - Statement confirming no indoor aerosol adhesives were used for the project.		PE
			Closeout	X	Manufacturer published product data or certification confirming material VOCs in spreadsheet		PE
EQ4.2		Low Emitting Materials: Paints & Coatings	Closeout		Spreadsheet indicating, for each applicable indoor paint and coating used, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data.		PE
			Closeout		Spreadsheet indicating, for each applicable indoor anti-corrosive/anti-rust paint and coating used, the manufacturer, product name/model number, VOC content, LEED VOC limit, and source of VOC data - OR - Statement confirming no indoor anti-corrosive/anti-rust paints were used for the project .		PE
			Closeout	X	Manufacturer published product data or certification confirming material VOCs in spreadsheet		PE
EQ4.3		Low Emitting Materials: Flooring Systems	Closeout		Spreadsheet indicating, for each indoor flooring system used, the manufacturer, product name/model number, if it meets LEED requirement (yes/no) and source of LEED compliance data.		PE
			Closeout		Spreadsheet indicating, for each indoor carpet cushion used, the manufacturer, product name/model number, if it meets LEED requirement (yes/no) and source of LEED compliance data - OR - Statement confirming no indoor carpet cushion was used for the project.		PE
			Closeout	X	Manufacturer published product data or certification confirming material compliance label in spreadsheet		PE
EQ4.4		Low Emitting Materials: Composite Wood & Agrifiber Products	Closeout		Spreadsheet indicating, for each indoor composite wood and agrifiber product used, the manufacturer, product name/model number, if it contains added urea formaldehyde (yes/no) and source of LEED compliance data.		PE
			Closeout	X	Manufacturer published product data or certification confirming material urea formaldehyde in spreadsheet		PE
EQ5		Indoor Chemical & Pollutant Source Control	Closeout		Spreadsheet indicating, for each permanent entryway system used, the manufacturer, product name/model number and description of system.		PE
			Final Design		List of drawing and specification references that convey locations and installation methods for entryway systems.		ARC
			Final Design		Spreadsheet indicating, for each chemical use area, the room number, room name, description of room separation features (walls, floor/ceilings, openings) and pressure differential from surrounding spaces with doors closed - OR - Statement confirming that project includes no chemical use areas and that no hazardous cleaning materials are needed for building maintenance.		ARC MEC
			Final Design		If project includes chemical use areas: List of drawing and specification references that convey locations of chemical use areas, room separation features and exhaust system.		ARC MEC

LEED Credit Paragraph	Contractor Check Here if Credit is Claimed	**LEED-NC v3 Submittals (OCT09)**		Provide for Credit Audit Only		Date Submitted (to be filled in by Contractor)	Government Reviewer's Use
PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
			Final Design		If project includes places where water and chemical concentrate mixing occurs: List of drawing and specification references that convey provisions for containment of hazardous liquid wastes OR - Statement confirming that project includes no places where water and chemical concentrate mixing occurs.		ARC MEC
			Closeout		If project includes chemical use areas: Spreadsheet indicating, for AHUs/mechanical ventilation equipment serving occupied areas, the manufacturer, model number, MERV rating, location installed, and if it was replaced immediately prior to occupancy (yes/no) - OR - Statement confirming that project does not use mechanical equipment for ventilation of occupied areas.		PE
EQ6.1		Controllability of Systems: Lighting	Final Design		Calculation indicating total number of individual workstations, number of workstations with individual lighting controls and the percentage of workstations with individual lighting controls.		ELEC
			Final Design		For each shared multi-occupant space, provide a brief description of lighting controls.		ELEC
			Final Design		Narrative describing lighting control strategy, including type and location of individual controls and type and location of controls in shared multi-occupant spaces.		ELEC
EQ6.2		Controllability of Systems: Thermal Comfort	Final Design		Calculation indicating total number of individual workstations, number of workstations with individual thermal comfort controls and the percentage of workstations with individual thermal comfort controls.		MEC
			Final Design		For each shared multi-occupant space, provide a brief description of thermal comfort controls.		MEC
			Final Design		Narrative describing thermal comfort control strategy, including type and location of individual and shared multi-occupant controls.		MEC
EQ7.1		Thermal Comfort: Design	Final Design		Design criteria spreadsheet indicating, for spring, summer, fall and winter, maximum indoor space design temperature, minimum indoor space design temperature and maximum indoor space design humidity.		MEC
			Final Design		Narrative describing method used to establish thermal comfort control conditions and how systems design addresses the design criteria, including compliance with the referenced standard.		MEC
EQ7.2		Thermal Comfort: Verification	Final Design		Narrative describing the scope of work for the thermal comfort survey, including corrective action plan development		MEC
			Final Design		List of drawing and specification references that convey permanent monitoring system.		MEC
EQ8.1		Daylight & Views: Daylight 75% of Spaces	Final Design		Option 2: Table indicating all regularly occupied spaces with space area and space area with compliant daylight zone. Sum of regularly occupied areas and regularly occupied areas withcompliant daylight zone. Percentage calculation of areas withcompliant daylight zone to total regularly occupied areas.		ARC
			Final Design		Option 1: Simulation model method, software and output data		ELEC
			Final Design		Option 1: Table indicating all regularly occupied spaces with space area, space area with minimum 25 footcandles daylighting illumination, and method of providing glare control. Sum of regularly occupied areas and regularly occupied areas with 25 fc daylighting. Percentage calculation of areas with 25 fc daylighting to total regularly occupied areas.		ELEC
			Final Design		For all occupied spaces excluded from the calculation, provide narrative indicating reasons for excluding the space.		ARC
			Final Design		List of drawing and specification references that convey exterior glazed opening head and sill heights, glazing performance properties and glare control/sunlight redirection devices.		ARC
			Closeout	X	Manufacturer published product data or certification confirming glazing Tvis in spreadsheet		PE
EQ8.2		Daylight & Views: Views for 90% of Spaces	Final Design		Table indicating all regularly occupied spaces with space area and space area with access to views. Sum of regularly occupied areas and regularly occupied areas with access to views. Percentage calculation of areas with views to total regularly occupied areas.		ARC
			Final Design		For all occupied spaces excluded from the calculation, provide narrative indicating reasons for excluding the space.		ARC
			Final Design		LEED Floor plan drawings showing line of sight diagramming of views areas in each regularly occupied space. List of drawing/specification references that convey exterior glazed opening head and sill heights.		ARC
INNOVATION & DESIGN PROCESS							

LEED Credit Paragraph	Contractor Check Here if Credit is Claimed	**LEED-NC v3 Submittals (OCT09)**		Provide for Credit Audit Only		Date Submitted (to be filled in by Contractor)	Government Reviewer's Use
PAR		**FEATURE**	**DUE AT**		**REQUIRED DOCUMENTATION**	**DATE**	**REV**
IDc1.1		Innovation in Design	Final Design		Narrative decribing intent, requirement for credit, project approach to the credit. List of drawings and specification references that convey implementation of credit. All other documentation that validates claimed credit.		
IDc1.2		Innovation in Design	Final Design				
IDc1.3		Innovation in Design	Final Design				
IDc1.4		Innovation in Design	Final Design				
IDc2		LEED Accredited Professional	Final Design		Narrative indicating name of LEED AP, company name of LEED AP, description of LEED AP's role and responsiblilities in the project.		ARC

ATTACHMENT F

BUILDING INFORMATION MODELING REQUIREMENTS

Version 01-04-08

Section 1 - Submittal Format

1.1 Design Deliverables. Develop all designs using Building Information Modeling (BIM) and Computer Aided Design (CAD) software. Design submittal drawings shall be [not supplied] size, suitable for half-size (11”x17”) scaled reproduction.

Section 2 – Design Requirements

2.1 Drawings. Deliver CAD files used for the creation of the Construction Documents Drawings per requirements in Section 01 33 16, the criteria of the USACE Norfolk District District, and as noted herein. Specification of a CAD file format for these Drawings does not limit which BIM application(s) or software(s) may be used for project development and execution.

2.2 BIM Model and Facility Data. Contractor shall select BIM application(s) and software(s) and develop project designs using BIM software. Use 3D graphic model(s) (the “Model”) and associated intelligent attribute data (“Facility Data”) created by this software to produce accurate Construction Documents. The Contractor will be provided with the Corps of Engineers BIM Workspace CD based on the Bentley System BIM to be utilized for submittals. The Contractor may be provided a baseline multi-discipline BIM Project Workspace for a CoS Facility Standard Design in the Bentley BIM v8 format for the purpose of site adaptation. The Workspace is dependent on specific versions of the Bentley BIM suite of products and only the versions of the software that are listed in the Contractor instructions included on the USACE BIM Workspace CD are permitted to be used.

2.2.1 IFC Coordination View. The Contractor’s selected BIM application(s) and software(s) must be certified in the IFC Coordination View (2x3 or better. See www.iai-na.org). Submit any deviations from or additions to the IFC property sets for any new spaces, systems, and equipment for Government approval.

2.2.2 Submittal Requirements. BIM submittals shall be fully compatible with the Bentley BIM format version XM and conform to the requirements of Section 3 and 4 below.

2.2.3 Implementation Plan.

2.2.3.1 Prior to the Initial Design Conference, submit an Implementation Plan, documenting viability of the BIM design and analysis technologies selected for the Project Model (integrated with the AEC CAD Standard) from concept development through As-Builts as a design, production, coordination, construction, and documentation tool and the collaborative process by which it shall be implemented.

2.2.3.2 The Implementation Plan shall describe uses of BIM during design and construction phases to include value management, interference management, and design-change tracking, or such other uses as the Contractor proposes. Refer to ERDC TR06-10, “Building Information Modeling (BIM) A Road Map for Implementation To Support MILCON Transformation and Civil Works Projects within the U.S. Army Corps of Engineers” for more information at https://cadbim.usace.army.mil/default.aspx?p=s&t=19&i=1.

2.2.3.3 The Implementation Plan shall identify how the BIM data shall be managed and interoperate (data storage, sharing, viewing, quality control parameters in Section 2.3 Quality Control, and updating, as necessary) among all Contractor team members.

2.2.3.4 Conduct an Implementation Plan demonstration at the Initial Design Conference to review the Implementation Plan for clarification, and to verify the functionality of Model technology workflow and processes. The Government shall confirm acceptability of the Plan or advise as to additional processes or activities necessary to be incorporated into the Plan. If modifications are required, the Contractor shall execute the modifications and resubmit the final Implementation Plan for Government acceptance. There will be no payment for design or construction until the Plan is acceptable to the Government. The Government may also withhold payment for design and construction for unacceptable performance in executing the Implementation Plan.

2.2.4 Model Components. The Model shall include the following, subject to Government concurrence:

2.2.4.1 Project Specific BIM Facility Data. Develop the Facility Data, consisting of a set of intelligent elements for the Model (e.g., doors, air handlers, electrical panels). This Facility Data shall include all material definitions, qualities, and attributes that are necessary for the Project facility design.

2.2.4.2 Project Specific Minimum Requirements. The Contractor's Model shall include, at a minimum, the requirements of Section 4 below. The Government must agree with any proposed modifications to minimum requirements before incorporation into the Model.

2.2.4.3 Facility Data Output. Each submittal under Section 3 shall include a list of Construction Documents (e.g., drawings, elevations, design sections and schedules, details) that shall be produced from the Facility Data and updated as necessary.

2.2.4.4 Model Granularity. Models may vary in level of detail for individual elements within a model, but at a minimum must include all features that would be included on a quarter inch (1/4" = 1'0") scaled drawing (e.g. at least 1/16th, 1/8th and 1/4th), or appropriately scaled civil drawings.

2.3 Quality Control. Implement quality control (QC) parameters for the Model, including:

2.3.1 Standards Checks. QC checking performed to ensure that the fonts, dimensions, line styles, levels and other construction document formatting issues are followed per the A/E/C CADD Standard.

2.3.2 Model Integrity Checks. QC validation used to ensure that the Project Facility Data set has no undefined, incorrectly defined or duplicated elements. Report non-compliant elements and provide justification acceptable to the Government if allowed to remain within the Model.

2.3.3 Other Parameters. Develop such other QC parameters as Contractor deems appropriate for the Project and provide to the Government for concurrence.

2.4 Design and Construction Reviews. Perform design and construction reviews at each submittal stage under Section 3 to test the Model, including:

2.4.1 Visual Checks. Checking to ensure the design intent has been followed and that there are no unintended elements in the Model.

2.4.2 Interference Management Checks. Locating conflicting spatial data in the Model where two elements are occupying the same physical space. Log hard interferences (e.g., mechanical vs. structural or mechanical vs. mechanical overlaps in the same location) and soft interferences (conflicts regarding service access, fireproofing, insulation) in a written report and resolve.

2.4.3 IFC Coordination View. Provide an IFC Coordination View in IFC Express format for all deliverables. Provide exported property set data for all IFC supported named building elements.

2.4.4 Other Parameters. Develop such other Review parameters as the Contractor deems appropriate for the Project and provide to the Government for concurrence..

Section 3 – Design Stage Submittal Requirements

3.1 Submittal Requirements.

3.1.1 Provide submittals in compliance with Implementation Plan deliverables at stages as described hereinafter.

3.1.2 Provide a Contractor-certified written report with each design submittal, confirming that consistency checks as identified in Paragraphs 2.3 and 2.4 have been completed for the design submittal. This report shall be discussed as part of the design review conference and shall address cross-discipline interferences, if any.

3.1.3 Following Government review and concurrence at each Stage in Paragraphs 3.3 through 3.5, provide the Government a 3-D interactive visualizationfrom the Model in Bentley Navigator, Navisworks, Adobe 3D PDF 7.0 (or later), Google Earth KMZ or equivalent format. The Government may request other formats if needed to address Project-specific requirements.

3.2 Preliminary Implementation Review. Prior to the first Interim Design Submittal or Over-the-Shoulder Progress Review, demonstrate preliminary development of Model components and Facility Data identified in Paragraph 'Model Components'. Review the Model with the Government for conformity to program, massing, circulation, fire protection, security and sustainability Project requirements consistent with the Implementation Plan.

3.3 Interim Design Submittals.

3.3.1 BIM and CAD Data. The Model shall include architectural, interior design, structural, mechanical, electrical, plumbing and fire protection systems and Facility Data, as applicable to the Interim Design package(s). Provide the Model, Facility, Workspace and CAD Data files in native Bentley BIM/CAD and interoperable formats per Implementation Plan requirements, and any rendering files, on DVD/CD-ROM.

3.4 Final Design Submissions and Design Complete Submittals.

3.4.1 BIM and CAD Data. The Model shall include all design elements identified in Section 4, unless otherwise agreed by the Government. Secure Government acceptance of the Model from the Government before proceeding with commencement of construction, as described in paragraph 3.7.6 of Section 01 33 16. Provide the updated Model, Facility, Workspace and CAD Data and rendering fileson DVD/CD-ROM.

3.5 Construction Submittals – Over-The-Shoulder Progress Reviews. Periodic quality control meetings or construction progress review meetings shall include quality control reviews on the implementation and use of the Model, including interference management and design change tracking information.

3.6 Final As-Builts BIM and CAD Data. Submit the final Model, Facility Data, and CAD files reflecting as-built conditions for Government Approval, as specified in Section 01 78 02.00 10, PROJECT CLOSEOUT.

Section 4 – BIM Model Minimum Requirements and Output

4.1 General Provisions. The deliverable Model shall be developed to include the systems described below as they would be built and the processes of installing them, and to reflect final as-built conditions. The deliverable model at the interim design stage and at the final design stage ("released for construction") shall be developed to include as many of the systems described below as are necessary and appropriate at that design stage.

4.2 Architectural/Interior Design. The Architectural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4"=1'0") scaled drawing. Additional minimum Model requirements include:

4.2.1 Spaces. The Model shall include spaces defining accurate net square footage and net volume, and holding data for the room finish schedule for including room names and numbers. Include Programmatic Information provided by the Government or validated program to verify design space against programmed space, using this information to validate area quantities.

4.2.2. Walls and Curtain Walls. Each wall shall be depicted to the exact height, length, width and ratings (thermal, acoustic, fire) to properly reflect wall types. The Model shall include all walls, both interior and exterior, and the necessary intelligence to produce accurate plans, sections and elevations depicting these design elements

4.2.3 Doors, Windows and Louvers. Doors, windows and louvers shall be depicted to represent their actual size, type and location. Doors and windows shall be modeled with the necessary intelligence to produce accurate window and door schedules.

4.2.4 Roof. The Model shall include the roof configuration, drainage system, major penetrations, specialties, and the necessary intelligence to produce accurate plans, building sections and generic wall sections where roof design elements are depicted.

4.2.5 Floors. The floor slab shall be developed in the structural Model and then referenced by the architectural Model for each floor of the Project building.

4.2.6 Ceilings. All heights and other dimensions of ceilings, including soffits, ceiling materials, or other special conditions shall be depicted in the Model with the necessary intelligence to produce accurate plans, building sections and generic wall sections where ceiling design elements are depicted.

4.2.7 Vertical Circulation. All continuous vertical components (i.e., non-structural shafts, architectural stairs, handrails and guardrails) shall be accurately depicted and shall include the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.

4.2.8 Architectural Specialties and Woodwork. All architectural specialties (i.e., toilet room accessories, toilet partitions, grab bars, lockers, and display cases) and woodwork (i.e., cabinetry and counters) shall be accurately depicted with the necessary intelligence to produce accurate plans, elevations and sections in which such design elements are referenced.

4.2.9 Signage. The Model shall include all signage and the necessary intelligence to produce accurate plans and schedules.

4.2.10 Schedules. Provide door, window, hardware, sets using BHMA designations, flooring, and wall finish, and signage schedules from the Model, indicating the type, materials and finishes used in the design.

4.3 Furniture/Fixtures/Equipment. 3D representation of FFE elements is preferred. For projects with an extensive systems furniture layout that may impact BIM system performance the Contractor will contact the Government for consideration of 2D representation. The FFE systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4”=1’0”) scaled drawing. Additional minimum Model requirements include:

4.3.1 Furniture. The furniture systems Model may vary in level of detail for individual elements within a Model, but at a minimum must include all features that would be included on a quarter inch (1/4”=1’0”) scaled drawing, and shall include all relevant office equipment and furniture system layouts, with necessary intelligence to produce accurate plans, sections, perspectives and elevations necessary to completely depict furniture systems locations and sizes.

4.3.1.1 System Coordination. Furniture that makes use of electrical, data, plumbing or other features shall include the necessary intelligence to produce coordinated documents and data.

4.3.2 Fixtures and Equipment. Fixtures and equipment shall be depicted to meet layout requirements with the necessary intelligence to produce accurate plans, elevations, sections and schedules depicting their configuration

4.3.3 Schedules. Provide furniture and equipment schedules from the model indicating the materials, finishes, mechanical, and electrical requirements.

4.4 Structural. The structural systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4”=1’0”) scaled drawing. Additional minimum Model requirements include:

4.4.1 Foundations. All necessary foundation and/or footing elements, with necessary intelligence to produce accurate plans and elevations.

4.4.2 Floor Slabs. Structural floor slabs shall be depicted, including all necessary recesses, curbs, pads, closure pours, and major penetrations accurately depicted.

4.4.3 Structural Steel. All steel columns, primary and secondary framing members, and steel bracing for the roof and floor systems (including decks), including all necessary intelligence to produce accurate structural steel framing plans and related building/wall sections.

4.4.4 Cast-in-Place Concrete. All walls, columns, and beams, including necessary intelligence to produce accurate plans and building/wall sections depicting cast-in-place concrete elements.

4.4.5 Expansion/Contraction Joints. Joints shall be accurately depicted.

4.4.6 Stairs. The structural Model shall include all necessary openings and framing members for stair systems, including necessary intelligence to produce accurate plans and building/wall sections depicting stair design elements.

4.4.7 Shafts and Pits. The structural Model shall include all necessary shafts, pits, and openings, including necessary intelligence to produce accurate plans and building/wall sections depicting these design elements.

4.5 Mechanical. The mechanical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4”=1’0”) scaled drawing. Small diameter (less than 1-1/2” NPS) field-routed piping is not required in the model unless there are space constraints,is necessary for procurement or estimating purposes, oris essential to show operation. Additional minimum Model requirements include:

4.5.1 HVAC. All necessary heating, ventilating, air-conditioning and specialty equipment, including air distribution ducts for supply, return, and ventilation and exhaust ducts, including control system, registers, diffusers, grills and hydronic baseboards with necessary intelligence to produce accurate plans, elevations, building/wall sections and schedules. All piping 1-1/2” NPS and larger shall be modeled.

4.5.1.1 Mechanical Piping. All necessary piping and fixture layouts, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, and schedules. All piping larger than 1.5” diameter shall be modeled.

4.5.2 Plumbing. All necessary plumbing piping and fixture layouts, floor and area drains, and related equipment, including necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All piping larger than 1.5” diameter shall be modeled.

4.5.3 Equipment Clearances. All HVAC and Plumbing equipment clearances shall be modeled for use in interference management and maintenance access requirements.

4.5.4 Elevator Equipment. The Model shall include the necessary equipment and control system, including necessary intelligence to produce accurate plans, sections and elevations depicting these design elements.

4.6 Electrical/Telecommunications. The electrical systems Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4”=1’0”) scaled drawing. Small diameter (less than 1-1/2”Ø) field-routed conduit is not required in the BIM model unless there are space constraints,is necessary for procurement or estimating purposes, oris essential to show operation. Additional minimum Model requirements include:

4.6.1 Interior Electrical Power and Lighting. All necessary interior electrical components (i.e., lighting, receptacles, special and general purpose power receptacles, lighting fixtures, panelboards and control systems), including necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents. Lighting and power built into furniture/equipment shall be modeled.

4.6.2 Special Electrical Systems. All necessary special electrical components (i.e., security, Mass Notification, Public Address, nurse call and other special occupancies, and control systems), including necessary intelligence to produce accurate plans, details and schedules.

4.6.3 Grounding Systems. All necessary grounding components (i.e., lightning protection systems, static grounding systems, communications grounding systems, bonding), including necessary intelligence to produce accurate plans, details and schedules.

4.6.4 Communications. All existing and new communications service controls and connections, both above ground and underground with necessary intelligence to produce accurate plans, details and schedules. Cable tray routing shall be modeled without detail of cable contents. Communications conduit larger than 1.5” shall be modeled.

4.6.5 Exterior Building Lighting. All necessary exterior lighting with necessary intelligence to produce accurate plans, elevations and schedules. The exterior building lighting Model shall include all necessary lighting, relevant existing and proposed support utility lines and equipment required with necessary intelligence to produce accurate plans, details and schedules.

4.6.6 Equipment Clearances. All lighting and communications equipment clearances and no-fly zones shall be modeled for use in interference management and maintenance access requirements.

4.7 Fire Protection. The fire protection system Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a quarter inch (1/4”=1’0”) scaled drawing. Additional minimum Model requirements include:

4.7.1 Fire Protection System. All relevant fire protection components (i.e., branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors, control panels) with necessary intelligence to produce accurate plans, elevations, building/wall sections, riser diagrams, and schedules. All fire protection piping shall be modeled.

4.7.2 Fire Alarms. Fire alarm/mass notification devices and detection system shall be indicated with necessary intelligence to produce accurate plans depicting them.

4.8 Civil. The civil Model may vary in level of detail for individual elements, but at a minimum must include all features that would be included on a one inch (1”=100’) scaled drawing. Additional minimum Model requirements include:

4.8.1 Terrain (DTM). All relevant site conditions and proposed grading, including necessary intelligence to produce accurate Project site topographical plans and cross sections.

4.8.2 Drainage. All existing and new drainage piping, including upgrades thereto, including necessary intelligence to produce accurate plans and profiles for the Project site.

4.8.3 Storm Water and Sanitary Sewers. All existing and new sewer structures and piping, including upgrades thereto, on the Project site with necessary connections to mains or other distribution points as appropriate, including necessary intelligence to produce accurate plans and profiles for the Project site.

4.8.4 Utilities. All necessary new utilities connections from the Project building(s) to the existing or newly-created utilities, and all existing above ground and underground utility conduits, including necessary intelligence to produce accurate plans and site-sections.

4.8.5 Roads and Parking. All necessary roadways and parking lots or parking structures, including necessary intelligence to produce accurate plans, profiles and cross-sections.

Section 5 - Ownership and Rights in Data

5.1 Ownership. The Government has ownership of and rights at the date of Closeout Submittal to all CAD files, BIM Model, and Facility Data developed for the Project in accordance with FAR Part 27, clauses incorporated in Section 00 72 00,

Contract Clauses and Special Contract Requirement 1.14 GOVERNMENT RE-USE OF DESIGN (Section 00 73 00). The Government may make use of this data following any deliverable.

Section 6 – Contractor Electives

6.1 Applicable Criteria. If the Contractor elected to include one or more of the following features as an elective in its accepted contract proposal for additional credit during the source selection, as described in the proposal submission requirements and evaluation criteria, the following criteria are requirements, as applicable to those elective feature(s).

6.2 COBIE Compliance. The Model and Facility Data for the Project shall fulfill Construction Operations Building Information Exchange (COBIE) requirements, including all requirements for the indexing and submission of Portable Document Format (PDF) and other appropriate file formats that would otherwise be printed and submitted in compliance with Project operations and maintenance handover requirements.

6.2.1 Electronic Exchange. The National Building Information Model Standard (NBIMS) COBIE format shall be used for electronic exchange on this Project. Compile a COBIE index on the Microsoft Excel spreadsheet provided by NBIMS at www.nbims.org. Unless otherwise noted, also provide information identified in the COBIE Pilot Implementation Standard worksheets.

6.3 Project Scheduling using the Model. In the Implementation Plan and during the Preliminary Implementation Review, provide an overview of the use of BIM in the development and support of the project construction schedule.

6.3.1 Submittal Requirements. During the Submittal stages, the Contractor shall deliver the construction schedule with information derived from the Model.

6.3.1.2 Construction Submittals – Over-The-Shoulder Progress Reviews. Periodic quality control meetings or construction progress review meetings shall include quality control reviews on the implementation and use of the Model for project scheduling.

6.4 Cost Estimating. In the Implementation Plan and during the Preliminary Implementation Review, provide an overview of the use of BIM in the development and support of cost estimating requirements, or other applications such as cost analysis and estimate validation.

6.4.1 Submittal Requirements. During the Submittal stages, the Contractor shall deliver cost estimating information derived from the Model.

6.4.2 Project completion. At project completion, the Contractor shall provide an MII (Micro Computer Aided Cost Estimating System Generation II) Cost Estimate which follows the USACE Cost Engineering Military Work Breakdown System (WBS), a modified uniformat, to at least the sub-systems level and uses quantity information supplied directly from BIM output to the maximum extent possible, though other "Gap" quantity information will be included as necessary for a complete and accurate cost estimate.

6.4.2.1 Sub system level extracted quantities from the BIM for use within the estimate shall be provided according to how detailed line items or tasks should be installed/built so that accurate costs can be developed and/or reflected. Therefore, when developing a BIM, the designer shall be cognizant of what tasks need to be separated appropriately at the beginning stages of model development, such as tasks done on the first floor versus the same task on higher floors that will be more labor

intensive and therefore need to have a separate quantity and be priced differently. Tasks and their extracted quantities from the BIM shall be broken done by their location (proximity in the structure) as well as the complexity of its installation.

6.4.2.2 At all design stages it shall be understood that BIM output as described in this document will not generate all quantities that are necessary in order to develop a complete and accurate cost estimate of the project based on the design. An example of this would be plumbing that is less than 1.5" diameter and therefore not expected to be modeled due to granularity; this information is commonly referred to as The Gap. Quantities from The Gap and their associated costs shall be included in the final project actual cost estimates as well.

ATTACHMENT G

DESIGN SUBMITTAL DIRECTORY AND SUBDIRECTORY FILE ARRANGEMENT

Organize electronic design submittal files in a subdirectory/file structure in accordance with the following table.

The Contractor may suggest a slightly different structure, subject to the discretion of the government.

Design Submittal Directory and Subdirectory File Arrangement.

Directory	Sub-Directory	Sub-Directory or Files	Files
Submittal/Package Name	Narratives	PDF file or files with updated design narrative for each applicable design discipline	
	Drawings	PDF (subdirectory)	Single PDF file with all applicable drawing sheets - bookmarked by sheet number and name
		BIM (subdirectory) See Attachment F.	BIM project folder (with files) per the USACE Workspace. Include an Excel drawing index file with each drawing sheet listed by sheet #, name and corresponding dgn file name (Final Design & Design Complete only)
	Design Analysis & Calculations	Individual PDF files containing design analysis and calculations for each discipline applicable to the submittal	
		PDF file with Fire Protection and Life Safety Code Review checklist	
	LEED	PDF file with updated Leed Check List	
		PDF file or files with LEED Templates for each point with applicable documentation included in each file.	
		LEED SUBMITTALS ~~2.2 Documentation Requirements and Submittals Checklist~~	
	Energy Analysis	PDF with baseline energy consumption analysis	

		PDF with actual building energy consumption analysis	
	Specifications	Single PDF file with table of contents and all applicable specifications sections.	
		Submittal Register (Final Design & Design Complete submittal only)	
	Design Quality Control	PDF file or files with DQC checklist(s) and/or statements	
	Building Rendering(s)	PDF file of rendering for each building type included in contract (Final Design & Design Complete).	

SECTION 01 45 01.10

QUALITY CONTROL SYSTEM (QCS)

1.0 GENERAL

1.1 CORRESPONDENCE AND ELECTRONIC COMMUNICATIONS

1.2 QCS SOFTWARE

1.3 SYSTEM REQUIREMENTS

1.4 RELATED INFORMATION

1.5 CONTRACT DATABASE

1.6 DATABASE MAINTENANCE

1.7 IMPLEMENTATION

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

1.9 MONTHLY COORDINATION MEETING

1.10 NOTIFICATION OF NONCOMPLIANCE

1.0 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data
- Request for Information
- Accident Reporting
- Safety Exposure Manhours

1.1.1. CORRESPONDENCE AND ELECTRONIC COMMUNICATIONS

For ease and speed of communications, both Government and Contractor will exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2. OTHER FACTORS

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01 32 01.00 10, PROJECT SCHEDULE, Section 01 33 00, SUBMITTAL PROCEDURES, and Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2. QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS

software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3. SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

(1) Hardware

- IBM-compatible PC with 1000 MHz Pentium or higher processor
- 256 MB RAM for workstation / 512+ MB RAM for server
- 1 GB hard drive disk space for sole use by the QCS system
- Compact disk (CD) Reader, 8x speed or higher
- SVGA or higher resolution monitor (1024 x 768, 256 colors)
- Mouse or other pointing devise
- Windows compatible printer (Laser printer must have 4+ MB of RAM)
- Connection to the Internet, minimum 56K BPS

(2) Software

- MS Windows 2000 or higher
- MS Word 2000 or newer
- Latest version of : Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher
- Electronic mail (E-mail), MAPI compatible
- Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4. RELATED INFORMATION

1.4.1. QCS USER GUIDE

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2. CONTRACTOR QUALITY CONTROL (CQC) TRAINING

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5. CONTRACT DATABASE

Prior to the pre-construction conference, the Government will provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by using the government's SFTP repository built into QCS import/export function. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6. DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government, e.g., daily reports, submittals, RFI's, schedule updates, payment requests, etc. shall be submitted using the government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, email or CD-ROM may be used instead (see Paragraph DATA SUBMISSION VIA CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1. ADMINISTRATION

1.6.1.1. Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format.

1.6.1.2. Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format.

1.6.1.3. Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

All Requests For Information (RFI) shall be exchanged using the Built-in RFI generator and tracker in QCS.

1.6.1.4. Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5. Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2. FINANCES

1.6.2.1. Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the design and construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2. Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet prompt payment certification, and payment invoice in QCS. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment request, prompt payment certification, and payment invoice with supporting data by using the government's SFTP repository built into QCS export function. If permitted by the Contracting Officer, E-mail or a CD-ROM may be used. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3. Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a QCS update reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1. Daily Contractor Quality Control (CQC) Reports

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01 45 04.00 10, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government within 24 hours after the date covered by the report. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2. Deficiency Tracking

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The

Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3. QC Requirements

The Contractor shall develop and maintain a complete list of QC testing and required structural and life safety special inspections required by the International Code Council (ICC), transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.3.4. Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.5. Labor and Equipment Hours

The Contractor shall log labor and equipment exposure hours on a daily basis. This data will be rolled up into a monthly exposure report.

1.6.3.6. Accident/Safety Tracking Reporting

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This supplemental entry is not to be considered as a substitute for completion of mandatory notification and reports, e.g., ENG Form 3394 and OSHA Form 300.

1.6.3.7. Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.8. Hazard Analysis

The Contractor shall use QCS to develop a hazard analysis for each feature of work included in its CQC Plan. The hazard analysis shall address any hazards, or potential hazards, that may be associated with the work

1.6.4. Submittal Management

The Government will provide the submittal register form, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. The Contractor and Designer of Record (DOR) shall develop and maintain a complete list of all submittals, including completion of all data columns and shall manage all submittals. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. QCS and RMS will be used to update, store and exchange submittal registers and transmittals, but will

not be used for storage of actual submittals.

1.6.5. Schedule

The Contractor shall develop a design and construction schedule consisting of pay activities, in accordance with Section 01 32 01.00 10, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01 32 01.00 10 PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.5.1. Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data from RMS, and schedule data using SDEF.

1.7. IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8. DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of QCS data is by using the government's SFTP repository built into QCS export function.. Other data should be submitted using E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of CD-ROM for data transfer. Data on CDs shall be exported using the QCS built-in export function. If used, CD-ROMs will be submitted in accordance with the following:

1.8.1. File Medium

The Contractor shall submit required data on CD-ROMs. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2. Disk Or Cd-Rom Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3. File Names

The files will be automatically named by the QCS software. The naming convention established by the QCS software shall not be altered in any way by the Contractor.

1.9. MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the

planned progress payment data submission for errors and omissions.

The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10. NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

SECTION 01 45 04.00 10

CONTRACTOR QUALITY CONTROL

1.0 GENERAL

1.1 REFERENCES

1.2 PAYMENT

2.0 PRODUCTS (NOT APPLICABLE)

3.0 EXECUTION

3.1 GENERAL REQUIREMENTS

3.2 QUALITY CONTROL PLAN

3.3 COORDINATION MEETING

3.4 QUALITY CONTROL ORGANIZATION

3.5 SUBMITTALS AND DELIVERABLES

3.6 CONTROL

3.7 TESTS

3.8 COMPLETION INSPECTION

3.9 DOCUMENTATION

3.10 NOTIFICATION OF NONCOMPLIANCE

1.0 GENERAL

1.1. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. Refer to the latest edition, as of the date of the contract solicitation.

• ASTM INTERNATIONAL (ASTM)

• ASTM D 3740 Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

• ASTM E 329 Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

• U.S. ARMY CORPS OF ENGINEERS (USACE) ER 1110-1-12 Quality Management

1.2. PAYMENT

There will be no separate payment for providing and maintaining an effective Quality Control program. Include all costs associated therewith in the applicable unit prices or lump-sum prices contained in the Contract Line Item Schedule.

2.0 PRODUCTS (Not Applicable)

3.0 EXECUTION

3.1. GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with the contract requirements. The system shall cover all design and construction operations, both onsite and offsite, and shall be keyed to the proposed design and construction sequence. The site project superintendent is responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2. QUALITY CONTROL PLAN

Furnish for Government review, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Design and construction may begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. The Government will not permit work outside of the features of work included in an accepted interim plan to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started. Where the applicable Code issued by the International

Code Council calls for an inspection by the Building Official, the Contractor shall include the inspections in the Quality Control Plan and shall perform the inspections. The Designer of Record shall develop a program for any special inspections required by the applicable International Codes and the Contractor shall perform these inspections, using qualified inspectors. Include the special inspection plan in the QC Plan.

3.2.1. Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all design and construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents subcontractors, designers of record, consultants, architect/engineers (AE), fabricators, suppliers, and purchasing agents:

3.2.1.1. A description of the quality control organization. Include a chart showing lines of authority and an acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. A CQC System Manager shall report to the project superintendent or someone higher in the contractor's organization.

3.2.1.2. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. Also include those responsible for performing and documenting the inspections required by the International Codes and the special inspection program developed by the designer of record.

3.2.1.3. A copy of the letter to the CQC System Manager, signed by an authorized official of the firm, which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Furnish copies of these letters.

3.2.1.4. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents subcontractors, designers of record, consultants, architect engineers (AE), offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01 33 00 SUBMITTAL PROCEDURES.

3.2.1.5. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Use only Government approved Laboratory facilities.

3.2.1.6. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

3.2.1.7. Procedures for tracking design and construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

3.2.1.8. Reporting procedures, including proposed reporting formats.

3.2.1.9. A list of the definable features of work. A definable feature of work is a task, which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be

agreed upon during the coordination meeting.

3.2.1.10. A list of all inspections required by the International Codes and the special inspection program required by the code and this contract.

3.2.2. Additional Requirements for Design Quality Control (DQC) Plan

The following additional requirements apply to the Design Quality Control (DQC) plan:

3.2.2.1. The Contractor's QCP Plan shall provide and maintain a Design Quality Control (DQC) Plan as an effective quality control program which will assure that all services required by this design-build contract are performed and provided in a manner that meets professional architectural and engineering quality standards. As a minimum, competent, independent reviewers identified in the DQC Plan shall review all documents. Use personnel who were not involved in the design effort to produce the design to perform the independent technical review (ITR). The ITR is intended as a quality control check of the design. Include, at least, but necessarily limited to, a review of the contract requirements (the accepted contract or task order proposal and amended RFP), the basis of design, design calculations, the design configuration management documentation and check the design documents for errors, omissions, and for coordination and design integration. The ITR team is not required to examine, compare or comment concerning alternate design solutions but should concentrate on ensuring that the design meets the contract requirements. Correct errors and deficiencies in the design documents prior to submitting them to the Government.

3.2.2.2. Include in the DQC Plan the discipline-specific checklists to be used during the design and quality control of each submittal. Submit these completed checklists at each design phase as part of the project documentation.

3.2.2.3. A Design Quality Control Manager, who has the responsibility of being cognizant of and assuring that all documents on the project have been coordinated, shall implement the DQC Plan This individual shall be a person who has verifiable engineering or architectural design experience and is a registered professional engineer or architect. Notify the Government, in writing, of the name of the individual, and the name of an alternate person assigned to the position.

3.2.3. Acceptance of Plan

Government acceptance of the Contractor's plan is required prior to the start of design and construction. Acceptance is conditional and will be predicated on satisfactory performance during the design and construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4. Notification of Changes

After acceptance of the CQC Plan, notify the Government in writing of any proposed change. Proposed changes are subject to Government acceptance.

3.3. COORDINATION MEETING

After the Postaward Conference, before start of design or construction, and prior to acceptance by the Government of the CQC Plan, the Contractor and the Government shall meet and discuss the Contractor's quality control system. Submit the CQC Plan for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, design

activities, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. The Government will prepare minutes of the meeting for signature by both parties. . The minutes shall become a part of the contract file. There may be occasions when either party will call for subsequent conferences to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4. QUALITY CONTROL ORGANIZATION

3.4.1. Personnel Requirements

The requirements for the CQC organization are a CQC System Manager, a Design Quality Manager, and sufficient number of additional qualified personnel to ensure safety and contract compliance. The CQC System Manager shall provide direction and authority to the Safety and Health Manager, who shall serve as a member of the CQC staff. The CQC System Manager, if qualified and if allowed by Section 00 73 00 may serve as the Safety and Health Manager or it may be a separate position. The CQC organization shall also include personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. Provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly furnish complete records of all letters, material submittals, shop drawing submittals, schedules and all other project documentation to the CQC organization. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2. CQC System Manager

Identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, a graduate of construction management. The CQC system Manager may alternately be an engineering technician with at least 2 years of college and an ICC certification as a Commercial Building Inspector (Residential Building Inspector certification will be required for Military Family Housing projects). In addition, the CQC system manager shall have a minimum of 5 years construction experience on construction similar to this contract. The CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. Assign the CQC System Manager no other duties (except may also serve as Safety and Health Manager, if qualified and if allowed by Section 00 73 10). Identify an alternate for the CQC System Manager in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager but the alternate may have other duties in addition to serving in a temporary capacity as the acting QC manager.

3.4.3. CQC Personnel

3.4.3.1. In addition to CQC personnel specified elsewhere in the contract provide specialized CQC personnel to assist the CQC System Manager in accordance with paragraph titled Area Qualifications.

3.4.3.2. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; **are not intended to be full time, but must be physically present at the construction site during work on their areas of responsibility**; have the necessary education and/or experience in accordance with the experience matrix listed herein. These

individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan. **One person may cover more than one area, provided that they are qualified to perform QC activities for the designated areas below and provided that they have adequate time to perform their duties:**

3.4.4. Experience Matrix

3.4.4.1. Area Qualifications

3.4.4.1.1. Civil - Graduate Civil Engineer or construction management with 4 years experience in the type of work being performed on this project or engineering technician with 5 yrs related experience.

3.4.4.1.2. Mechanical - Graduate Mechanical Engineer or construction management with 4 yrs related experience or engineering technician with an ICC certification as a Commercial Mechanical Inspector with 5 yrs related experience.

3.4.4.1.3. Electrical - Graduate Electrical Engineer or construction management with 4 yrs related experience or engineering technician with an ICC certification as a Commercial Electrical Inspector with 5 yrs related experience.

3.4.4.1.4. Structural - Graduate Structural Engineer or construction management with 4 yrs related experience or person with an ICC certification as a Reinforced Concrete Special Inspector and Structural Steel and Bolting Special Inspector (as applicable to the type of construction involved) with 5 yrs related experience.

3.4.4.1.5. Plumbing - Graduate Mechanical Engineer or construction management with 4 yrs related experience, or person with an ICC certification as a Commercial Plumbing Inspector with 5 yrs related experience.

3.4.4.1.6. Concrete, Pavements and Soils Materials Technician (present while performing tests) with 2 yrs experience for the appropriate area

3.4.4.1.7. Testing, Adjusting and Balancing Specialist must be a member (TAB) Personnel of AABC or an experienced technician of the firm certified by the NEBB (present while testing, adjusting, balancing).

3.4.4.1.8. Design Quality Control Manager Registered Architect or Professional Engineer (not required on the construction site)

3.4.4.1.9. Registered Fire Protection Engineer with 4 years related experience or engineering technician with 5 yrs related experience (but see requirements for Fire Protection Engineer of Record to witness final testing in Section 01 10 00, paragraph 5.10, Fire Protection).

3.4.4.1.10. QC personnel assigned to the installation of this system or any of its components shall be Building Industry Consulting Services International (BICSI) Registered Cabling Installers, Technician Level. Submit documentation of current BICSI certification. In lieu of BICSI certification, QC personnel shall have a minimum of 5 years experience in the installation of the specified copper and fiber optic cable and components. They shall have factory or factory approved certification from each equipment manufacturer indicating that they are qualified to install and test the provided products. QC personnel shall witness and certify the testing of telecommunications cabling and equipment.

3.4.5. Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management for Contractors". This course is periodically offered at [not supplied]. Inquire of the District or Division sponsoring the course for fees and other expenses involved, if any, for attendance at this course.

3.4.6. Organizational Changes

When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5. SUBMITTALS AND DELIVERABLES

Make submittals as specified in Section 01 33 00 ***SUBMITTAL PROCEDURES***. The CQC organization shall certify that all submittals and deliverables are in compliance with the contract requirements.

3.6. CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The CQC organization shall conduct at least three phases of control for each definable feature of the construction work as follows:

3.6.1. Preparatory Phase

Perform this phase prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

3.6.1.1. A review of each paragraph of applicable specifications, reference codes, and standards. Make a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field at the preparatory inspection. Maintain these copies in the field, available for use by Government personnel until final acceptance of the work.

3.6.1.2. A review of the contract drawings.

3.6.1.3. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

3.6.1.4. Review of provisions that have been made to provide required control inspection and testing.

3.6.1.5. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

3.6.1.6. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

3.6.1.7. A review of the appropriate activity hazard analysis to assure safety requirements are met.

3.6.1.8. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

3.6.1.9. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

3.6.1.10. Discussion of the initial control phase.

3.6.1.11. Notify the Government at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2. Initial Phase

Accomplish this phase at the beginning of a definable feature of work. Include the following actions:

3.6.2.1. Check work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

3.6.2.2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

3.6.2.3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

3.6.2.4. Resolve all differences.

3.6.2.5. Check safety to include compliance with and upgrading of the Accident Prevention plan and activity hazard analysis. Review the activity analysis with each worker.

3.6.2.6. Notify the Government at least 24 hours in advance of beginning the initial phase. The CQC System Manager shall prepare and attach to the daily CQC report separate minutes of this phase. Indicate exact location of initial phase for future reference and comparison with follow-up phases.

3.6.2.7. Repeat the initial phase any time acceptable specified quality standards are not being met.

3.6.3. Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Conduct final follow-up checks and correct deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

3.6.4. Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7. TESTS

3.7.1. Testing Procedure

Perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements and project design documents. Upon request, furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory, or establish an approved testing laboratory at the project site. The Contractor may elect to use a laboratory certified and accredited by the Concrete and cement Reference Laboratory (CCRL) or by AASHTO Materials Reference Laboratory (AMRL) for testing procedures that those organizations certify. The Contractor shall perform the following activities and record and provide the following data:

3.7.1.1. Verify that testing procedures comply with contract requirements and project design documents.

3.7.1.2. Verify that facilities and testing equipment are available and comply with testing standards.

3.7.1.3. Check test instrument calibration data against certified standards.

3.7.1.4. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

3.7.1.5. Include results of all tests taken, both passing and failing tests, recorded on the CQC report for the date taken. Include specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2. Testing Laboratories

3.7.2.1. Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2. Capability Recheck

If the selected laboratory fails the capability check, the Government will assess the Contractor a charge of $1,375 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3. Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4. Furnishing or Transportation of Samples for Testing

The Contractor is responsible for costs incidental to the transportation of samples or materials. Deliver samples of materials for test verification and acceptance testing by the Government to the Corps of Engineers Laboratory, f.o.b., at the following address:

- For delivery by mail:

[not supplied]

[not supplied]

[not supplied]

[not supplied]

- For other deliveries:

[not supplied]

[not supplied]

[not supplied]

[not supplied]

The area or resident office will coordinate, exact delivery location, and dates for each specific test.

3.8. COMPLETION INSPECTION

3.8.1. Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the SPECIAL CONTRACT REQUIREMENTS Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. Prepare a punch list of items which do not conform to the approved drawings and specifications and include in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2. Pre-Final Inspection

As soon as practicable after the notification above, the Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner. Accomplish these inspections and any deficiency corrections required by this paragraph within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3. Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall attend the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups and major commands may also attend. The Government will formally schedule the final acceptance inspection based upon results of the Pre-Final inspection. Provide notice to the Government at least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9. DOCUMENTATION

3.9.1. Maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers using government-provided software, QCS (see Section 01 45 01.10). The report includes, as a minimum, the following information:

3.9.1.1. Contractor/subcontractor and their area of responsibility.

3.9.1.2. Operating plant/equipment with hours worked, idle, or down for repair.

3.9.1.3. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

3.9.1.4. Test and/or control activities performed with results and references to specifications/drawings requirements. Identify the applicable control phase (Preparatory, Initial, Follow-up). List deficiencies noted, along with corrective action.

3.9.1.5. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

3.9.1.6. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

3.9.1.7. Offsite surveillance activities, including actions taken.

3.9.1.8. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

3.9.1.9. Instructions given/received and conflicts in plans and/or specifications.

3.9.1.10. Provide documentation of design quality control activities. For independent design reviews, provide, as a minimum, identity of the ITR team, the ITR review comments, responses and the record of resolution of the comments.

3.9.2. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract.

Furnish the original and one copy of these records in report form to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, submit one report for every 7 days of no work and on the last day of a no work period. Account for all calendar days throughout the life of the contract. The first report following a day of no work shall be for that day only. The CQC System Manager shall sign and date reports. The report shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel. The Contractor may submit these forms electronically, in lieu of hard copy.

3.10. NOTIFICATION OF NONCOMPLIANCE

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

SECTION 01 50 02

TEMPORARY CONSTRUCTION FACILITIES

1.0 OVERVIEW

1.1 GENERAL REQUIREMENTS

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

1.5 MAINTENANCE OF CONSTRUCTION SITE

1.6 GOVERNMENT FIELD OFFICE

1.0 OVERVIEW

1.1. GENERAL REQUIREMENTS

1.1.1. Site Plan

Prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Also indicate if the use of a supplemental or other staging area is desired.

1.2. AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1. See Section 00 73 00, Special Contract Requirements, for Utility Availability requirements.

1.2.2. Sanitation

Provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

1.2.3. Telephone

Make arrangements and pay all costs for desired telephone facilities.

1.3. BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.3.1. Bulletin Board

Immediately upon beginning of onsite work, provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. Locate the bulletin board at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Display legible copies of the aforementioned data until work is completed. Remove the bulletin board from the site upon completion of the project.

1.3.2. Project and Safety Signs

Erect a project sign and a site safety sign with informational details as provided by the Government at the Post award conference, within 15 days prior to any work activity on project site. Update the safety sign data daily, with light colored metallic or non-metallic numerals. Remove the signs from the site upon completion of the project. Engineer Pamphlet EP 310-1-6a contains the standardized layout and construction details for the signs. It can be found through a GOOGLE Search or try http://www.usace.army.mil/publications/eng-pamphlets/ep310-1-6a/s-16.pdf.

1.4. PROTECTION AND MAINTENANCE OF TRAFFIC

Provide access and temporary relocated roads as necessary to maintain traffic. Maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Take measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of

lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, as required by the State and local authorities having jurisdiction. Protect the traveling public from damage to person and property.

The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. Investigate the adequacy of existing roads and the allowable load limit on these roads. Repair any damage to roads caused by construction operations.

1.4.1. Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Construct haul roads with suitable grades and widths. Avoid sharp curves, blind corners, and dangerous cross traffic. Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Provide adequate lighting to assure full and clear visibility for full width of haul road and work areas during any night work operations. Remove haul roads designated by the Contracting Officer upon completion of the work and restore those areas.

1.4.2. Barricades

Erect and maintain temporary barricades to limit public access to hazardous areas. Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.5. Maintenance of Construction Site

Mow grass and vegetation located within the boundaries of the construction site for the duration of the project, from NTP to contract completion. Edge or neatly trim grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers from NTP to contract completion.

1.6. GOVERNMENT FIELD OFFICE

1.6.1. Resident Engineer's Office

Provide the Government Resident Engineer with an office, approximately 200 square feet in floor area, co-located on the project site with the Contractor’s office and providing space heat, air conditioning, electric light and power, power and communications outlets and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. Provide a mail slot in the door or a lockable mail box mounted on the surface of the door. Provide outlets for [not supplied] government phones and same number of LAN connections for Government computers. Coordinate with the Resident Engineer for locations. Provide a conference room with space large enough for [not supplied] personnel to hold meetings. Provide a minimum of two outlets per government work station and at least one outlet per 10 feet of wall space for other government equipment. Provide at least twice weekly janitorial service. Remove the office facilities upon completion of the work and restore those areas. Connect and disconnect utilities in accordance with local codes and to the satisfaction of the Contracting Officer.

1.6.2. Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. Securely anchor the trailer to the ground at all four corners to guard against movement during high winds, per EM 385-1-1.

SECTION 01 57 20.00 10

ENVIRONMENTAL PROTECTION

1.0 GENERAL REQUIREMENTS

1.1 SUBCONTRACTORS

1.2 ENVIRONMENTAL PROTECTION PLAN

1.3 PROTECTION FEATURES

1.4 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

1.5 NOTIFICATION

2.0 PRODUCTS (NOT USED)

3.0 EXECUTION

3.1 LAND RESOURCES

3.2 WATER RESOURCES

3.3 AIR RESOURCES

3.4 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

3.5 RECYCLING AND WASTE MINIMIZATION

3.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

3.7 BIOLOGICAL RESOURCES

3.8 INTEGRATED PEST MANAGEMENT

3.9 PREVIOUSLY USED EQUIPMENT

3.10 MILITARY MUNITIONS

3.11 TRAINING OF CONTRACTOR PERSONNEL

3.12 POST CONSTRUCTION CLEANUP

1.0 GENERAL REQUIREMENTS

Minimize environmental pollution and damage that may occur as the result of construction operations. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire duration of this contract. Comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations

1.1. SUBCONTRACTORS

Ensure compliance with this section by subcontractors.

1.2. ENVIRONMENTAL PROTECTION PLAN

1.2.1. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Define issues of concern within the Environmental Protection Plan as outlined in this section. Address each topic in the plan at a level of detail commensurate with the environmental issue and required construction task(s). Identify and discuss topics or issues which are not identified in this section, but which the Contractor considers necessary, after those items formally identified in this section. Prior to commencing construction activities or delivery of materials to the site, submit the Plan for review and Government approval. The Contractor shall meet with the Government prior to implementation of the Environmental Protection Plan, for the purpose of discussing the implementation of the initial plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. Maintain and keep the Environmental Protection Plan current onsite.

1.2.2. Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.2.3. Contents

The plan shall include, but shall not be limited to, the following:

1.2.3.1. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.

1.2.3.2. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable

1.2.3.3. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel

1.2.3.4. Description of the Contractor's environmental protection personnel training program

1.2.3.5. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. Include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan

(SWPPP) may be substituted for this plan.

1.2.3.6. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site

1.2.3.7. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.

1.2.3.8. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

1.2.3.9. Drawing showing the location of on-installation borrow areas.

1.2.3.10. A spill control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The spill control plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

(a) The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Government and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

(b) The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup

(c) Training requirements for Contractor's personnel and methods of accomplishing the training

(d) A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

(e) The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency

(f) The methods and procedures to be used for expeditious contaminant cleanup

1.2.3.11. A solid waste management plan identifying waste minimization, collection, and disposals methods, waste streams (type and quantity), and locations for solid waste diversion/disposal including clearing debris and C&D waste that is diverted (salvaged, reused, or recycled). Detail the contractor's actions to comply with, and to participate in, Federal, state, regional, local government, and installation sponsored recycling programs to reduce the volume of solid waste at the source. Identify any subcontractors responsible for the transportation, salvage and disposal of solid waste. Submit licenses or permits for solid waste disposal sites that are not a commercial operating facility. Attach evidence of the facility's ability to accept the solid waste to this plan. A construction and demolition waste management plan, similar to the plan specified in the UFGS 01 74 19 (formerly 01572) may be used as the non-hazardous solid waste management plan. Provide a Non-Hazardous Solid Waste

Diversion Report. Submit the report on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and each quarter thereafter (e.g. the first working day of January, April, July, and October) until the end of the project. Additionally, a summary report, with all data fields, is required at the end of the project. The report shall indicate the total type and amount of waste generated, total type and amount of waste diverted, type and amount of waste sent to waste-to-energy facility and alternative daily cover, in tons along with the percent that was diverted. Maintain, track and report construction and demolition waste data in a manner such that the installation can enter the data into the Army SWAR database, which separates data by type of material. A cumulative report in LEED Letter Template format may be used but must be modified to include the date disposed of/diverted and include the above stated diversion data.

1.2.3.12. DELETED.

1.2.3.13. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

1.2.3.14. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, include a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time in the contaminant prevention plan. Update the plan as new hazardous materials are brought on site or removed from the site. Reference this plan in the storm water pollution prevention plan, as applicable.

1.2.3.15. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented and any required permits. If surface discharge will be the method of disposal, include a copy of the permit and associated documents as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, include documentation that the waste water treatment plant Operator has approved the flow rate, volume, and type of discharge.

1.2.3.16. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. Include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Government.

1.2.3.17. A pesticide treatment plan, updated, as information becomes available. Include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and Local pest management record keeping and reporting requirements as well as any additional Installation specific requirements. Follow AR 200-5 Pest Management, Chapter 2, Section III "Pest Management Records and Reports" for data required to be reported

to the Installation.

1.3. PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Government shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. Both the Contractor and the Government will sign this survey, upon mutual agreement as to its accuracy and completeness. The Contractor develop a plan that depicts how it will protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.4. ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Government and may require an extended review, processing, and approval time. The Government reserves the right to disapprove alternate methods, even if they are more cost effective, if the Government determines that the proposed alternate method will have an adverse environmental impact.

1.5. NOTIFICATION

The Government will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Government of the proposed corrective action and take such action when approved by the Government. The Government may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Government may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

2.0 PRODUCTS (NOT USED)

3.0 EXECUTION

3.1. LAND RESOURCES

Confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. Do not attach or fasten any ropes, cables, or guys to any trees for anchorage unless specifically authorized. Provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Remove all stone, soil, or other materials displaced into uncleared areas..

3.1.1. Work Area Limits

Prior to commencing construction activities, mark the areas that need not be disturbed under this contract. Mark or fence isolated areas within the general work area which are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. Personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.1.2. Landscape

Clearly identify trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved by marking, fencing, or wrapping with boards, or any other approved techniques. Restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.1.3. Erosion and Sediment Controls

Provide erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. Coordinate with approving authorities (federal, state, etc.) for specific requirements to be included in the plan. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. Keep the area of bare soil exposed at any one time by construction operations to a minimum necessary. Construct or install temporary and permanent erosion and sediment control best management practices (BMPs). BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. Remove any temporary measures after the area has been stabilized.

3.1.4. Contractor Facilities and Work Areas

Place field offices, staging areas, stockpile storage, and temporary buildings in areas designated on the drawings or as directed by the Government. Make only approved temporary movement or relocation of Contractor facilities. Provide erosion and sediment controls for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Control temporary excavation and embankments for plant and/or work areas to protect adjacent areas.

3.2. WATER RESOURCES

Monitor construction activities to prevent pollution of surface and ground waters. Do not apply toxic or hazardous chemicals to soil or vegetation unless otherwise indicated. Monitor all water areas affected by construction activities. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by state or federally issued Clean Water Act permits.

3.2.1. Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and local governments or impede state-designated flows.

3.2.2. Wetlands

Do not enter, disturb, destroy, or allow discharge of contaminants into any wetlands.

3.3. AIR RESOURCES

Comply with all Federal and State air emission and performance laws and standards for equipment operation, activities, or processes.

3.3.1. Particulates

Control dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants, including weekends, holidays and hours when work is not in progress. Maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods are permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. Provide sufficient, competent equipment available to accomplish these tasks. Perform particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with all State and local visibility regulations.

3.3.2. Odors

Control odors from construction activities at all times. Odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.3.3. Sound Intrusions

Keep construction activities under surveillance and control to minimize environment damage by noise. Comply with the provisions of the state and Installation rules.

3.3.4. Burning

Burning is not allowed on the project site unless specified in other sections of the specifications or by written authorization. Specific times, locations, and manners of burning shall be subject to approval.

3.4. CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.4.1. Solid Wastes

Place solid wastes (excluding clearing debris) in containers which are emptied on a regular schedule. Conduct handling, storage, and disposal to prevent contamination. Employ segregation measures so that no hazardous or toxic waste will become co-mingled with solid waste. Transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. The minimum acceptable off-site solid waste disposal option is a Subtitle D RCRA permitted landfill. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. Comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

3.4.2. Chemicals and Chemical Wastes

Dispense chemicals, ensuring no spillage to the ground or water. Perform and document periodic inspections of dispensing areas to identify leakage and initiate corrective action. The Government may periodically review this documentation. Collect chemical waste in corrosion resistant, compatible containers. Monitor and remove collection drums to a staging or storage area when contents are within 6 inches of the top. Classify, manage, store, and dispose of wastes in accordance with Federal, State, and local laws and regulations.

3.4.3. Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable state and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. At a minimum, manage and store hazardous waste in compliance with 40 CFR 262. Take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes; protect it from the weather by placing it in a safe covered location and take precautionary measures, such as berming or other appropriate measures, against accidental spillage. Store, describe, package, label, mark, and placard hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, state, and local laws and regulations. Transport Contractor generated hazardous waste off Government property in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. Dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Immediately report spills of hazardous or toxic materials to the Government and the Facility Environmental Office. Contractor will be responsible for cleanup and cleanup costs due to spills. Contractor is responsible for the disposition of Contractor generated hazardous waste and excess hazardous materials.

3.4.4. Fuel and Lubricants

Conduct storage, fueling and lubrication of equipment and motor vehicles in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants and oil in accordance with all Federal, State, Regional, and local laws and regulations.

3.5. RECYCLING AND WASTE MINIMIZATION

Participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project. Line and berm fueling areas and establish storm water control structures at discharge points for site run-off. Keep a liquid containment clean-up kit available at the fueling area.

3.6. HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Existing historical, archaeological, and cultural resources within the Contractor's work area are shown on the drawings. Protect and preserve these resources during the life of the Contract. Temporarily suspend all activities that may damage or alter such resources, if any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found during excavation or other construction activities. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, notify the Government so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in impact to or the destruction of these resources. Secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.7. BIOLOGICAL RESOURCES

Minimize interference with, disturbance to, and damage to fish, wildlife, and plants, including their habitat. Protect threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

3.8. INTEGRATED PEST MANAGEMENT

Coordinate, through the Government, with the Installation Pest Management Coordinator (IPMC) at the earliest possible time prior to pesticide application, in order to minimize impacts to existing fauna and flora. Discuss integrated pest management strategies with the IPMC and receive concurrence from the IPMC, through the COR, prior to the application of any pesticide associated with these specifications. Give IMPC personnel the opportunity to be present at all meetings concerning treatment measures for pest or disease control and during application of the pesticide. The use and management of pesticides are regulated under 40 CFR 152 - 186.

3.8.1. Pesticide Delivery and Storage

Deliver pesticides, approved for use on the Installation, to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses.

3.8.2. Qualifications

Use the services of a subcontractor for pesticide application whose principal business is pest control. The subcontractor shall be licensed and certified in the state where the work is to be performed.

3.8.3. Pesticide Handling Requirements

Formulate, treat with, and dispose of pesticides and associated containers in accordance with label directions.

3.8.4. Application

A state certified pesticide applicator shall apply pesticides in accordance with EPA label restrictions and recommendations.

3.9. PREVIOUSLY USED EQUIPMENT

Clean all previously used construction equipment prior to bringing it onto the project site. Ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the USDA jurisdictional office for additional cleaning requirements.

3.10 MILITARY MUNITIONS

Immediately stop work in that area and immediately inform the Government, in the event military munitions, as defined in 40 CFR 260, are discovered or uncovered.

3.11 TRAINING OF CONTRACTOR PERSONNEL

Train personnel in all phases of environmental protection and pollution control. Conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Conduct additional meetings for new personnel and when site conditions change. The training and meeting agenda shall include methods of detecting and

avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.12 POST CONSTRUCTION CLEANUP

Clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". Unless otherwise instructed in writing , obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Grade, fill and seed the entire disturbed area, unless otherwise indicated.

SECTION 01 62 35

RECYCLED/RECOVERED MATERIAL

1.0 GENERAL

1.1 REFERENCES

1.2 OBJECTIVES

1.3 EPA DESIGNATED ITEMS INCORPORATED IN THE WORK

1.4 EPA PROPOSED ITEMS INCORPORATED IN THE WORK

1.5 EPA LISTED ITEMS USED IN CONDUCT OF THE WORK BUT NOT INCORPORATED IN THE WORK

1.0 GENERAL

1.1. REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

- U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
- 40 CFR 247 Comprehensive Procurement Guideline for Products Containing Recovered Materials

1.2. OBJECTIVES

Government procurement policy is to acquire, in a cost effective manner, items containing the highest percentage of recycled and recovered materials practicable consistent with maintaining a satisfactory level of competition without adversely affecting performance requirements or exposing suppliers' employees to undue hazards from the recovered materials. The Environmental Protection Agency (EPA) has designated certain items which must contain a specified percent range of recovered or recycled materials. The Contractor shall make all reasonable efforts to use recycled and recovered materials in providing the EPA designated products and in otherwise utilizing recycled and recovered materials in the execution of the work.

1.3. EPA DESIGNATED ITEMS INCORPORATED IN THE WORK

Materials that have been designated by EPA as being products which are or can be made with recovered or recycled materials, when incorporated into the work under this contract, shall contain at least the minimum percentage of recycled or recovered materials indicated by EPA unless adequate justification (non-availability) for non-use is provided. When a designated item is specified as an option to a non-designated item, the designated item requirements apply only if the designated item is used in the work.

1.4. EPA PROPOSED ITEMS INCORPORATED IN THE WORK

Products other than those designated by EPA are still being researched and are being considered for future Comprehensive Procurement Guideline (CPG) designation. It is recommended that these items, when incorporated in the work under this contract, contain the highest practicable percentage of recycled or recovered materials, provided specified requirements are also met.

1.5. EPA LISTED ITEMS USED IN CONDUCT OF THE WORK BUT NOT INCORPORATED IN THE WORK

There are many products listed in 40 CFR 247 which have been designated or proposed by EPA to include recycled or recovered materials that may be use by the Contractor in performing the work but will not be incorporated into the work. These products include office products, temporary traffic control products, and pallets. It is recommended that these non-construction products, when used in the conduct of the work, contain the highest practicable percentage of recycled or recovered materials and that these products be recycled when no longer needed.

SECTION 01 78 02.00 10

CLOSEOUT SUBMITTALS

1.0 OVERVIEW

1.1 SUBMITTALS

1.2 PROJECT RECORD DOCUMENTS

1.3 EQUIPMENT DATA

1.4 CONSTRUCTION WARRANTY MANAGEMENT

1.5 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

1.6 OPERATION AND MAINTENANCE MANUALS

1.7 FIELD TRAINING

1.8 PRICING OF CONTRACTOR-FURNISHED AND INSTALLED PROPERTY AND GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED PROPERTY

1.9 LEED REVIEW MEETINGS

1.10 RED ZONE MEETING

1.11 FINAL CLEANING

EXHIBIT 1 SAMPLE RED ZONE MEETING CHECKLIS

1.0 OVERVIEW

1.1. SUBMITTALS

Government approval is required for any submittals with a "G" designation; submittals not having a "G" designation are for Designer of Record approval or for information only. Submit the following in accordance with Section 01 33 00 submittals***:***

SD-02 Shop Drawings

- As-Built Drawings - G

• Drawings showing final as-built conditions of the project. Provide electronic drawing files as specified in Section 01 33 16, 3 sets of blue-line prints and one set of the approved working as-built drawings.

SD-03 Product Data

- As-Built Record of Equipment and Materials

• Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

- Construction Warranty Management Plan

• Three sets of the construction warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. Furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

- Warranty Tags

• Two record copies of the warranty tags showing the layout and design.

- Final Cleaning

• Two copies of the listing of completed final clean-up items.

1.2. PROJECT RECORD DOCUMENTS

1.2.1. As-Built Drawings – G

An as-built drawing is a construction drawing revised to reflect the final as-built conditions of the project as a result of modifications and corrections to the project design required during construction. The final as-built drawings shall not have the appearance of marked up drawings, but that of professionally prepared drawings as if they were the "as designed" drawings.

1.2.2. Maintenance of As-Built Drawings

1.2.2.1 The Configuration Management Plan shall describe how the Contractor will maintain up-to-date drawings, how it will control and designate revisions to the drawings and specifications (In accordance with Special Contract Requirement: ***Deviating from the Accepted Design*** and Section 01 33 16: ***Design after Award***, the Designer of Record's approval is

necessary for any revisions to the accepted design).

1.2.2.1 Make timely updates, carefully maintaining a record set of working as-built drawings at the job site, marked in red, of all changes and corrections from the construction drawings. Enter changes and corrections on drawings promptly to reflect "Current Construction". Perform this update no less frequently than weekly for the blue line drawings and update no less frequently than quarterly for the CADD/CAD and BIM files, which were prepared previously in accordance with Section 01 33 16. Include a confirmation that the as-builts are up to date with the submission of the monthly project schedule.

1.2.2.3 If the DB Contractor fails to maintain the as-built drawings as required herein, the Government will retain from the monthly progress payment, an amount representing the estimated monthly cost of maintaining the as-built drawings. Final payment with respect to separately priced facilities or the contract as a whole will be withheld until the Contractor submits acceptable as-built drawings and the Government approves them.

1.2.2.4 The marked-up set of drawings shall reflect any changes, alterations, adjustments or modifications. Changes must be reflected on all sheets affected by the change. Changes shall include marking the drawings to reflect structural details, foundation layouts, equipment sizes, and other extensions of design.

1.2.2.5 Typically, room numbers shown on the drawings are selected for design convenience and do not represent the actual numbers intended for use by the end user. Final as-built drawings shall reflect actual room numbers adopted by the end user.

1.2.2.6 If there is no separate contract line item (CLIN) for as-built drawings, the Government will withhold the amount of $35,000, or 1% of the present construction value, whichever is the greater, until the final as-built drawing submittal has been approved by the Government.

1.2.3. Underground Utilities

The drawings shall indicate, in addition to all changes and corrections, the actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Locate Valves, splice boxes and similar appurtenances by dimensioning along the utility run from a reference point. Record average elevation of the top of each run or underground structure..

1.2.4. Partial Occupancy

For projects where portions of construction are to be occupied or activated before overall project completion, including portions of utility systems, supply as-built drawings for those portions of the facility being occupied or activated at the time the facility is occupied or activated. Show this same as-built information previously furnished on the final set of as-built drawings.

1.2.5. As-Built Conditions That are Different From the construction Drawings

Accurately reflect all as-built conditions that are different, such as dimensions, road alignments and grades, and drainage and elevations, from the construction drawings on each drawing. If the as-built condition is accurately reflected on a shop drawing, then furnish that shop drawing in CADD format. Reference the final as-built construction drawing the shop drawing file that includes the as-built information. In turn, the shop drawing shall reference the applicable construction as-

built drawing. Delete any options shown on drawings and not selected clearly reflect options selected on final as-built drawings.

1.2.6. Additional As-Built Information that Exceeds the Detail Shown on the construction Drawings:

These as-built conditions include those that reflect structural details, foundation layouts, equipment, sizes, mechanical and electrical room layouts and other extensions of design, that were not shown in the project design documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the construction drawings, piping, and equipment drawings. Include locations of all explorations, logs of all explorations, and results of all laboratory testing, including those provided by the Government. Furnish all such shop drawings in CADD /CADformat. Include fire protection details, such as wiring, performed for the design of the project.

1.2.7. Final As-Built Drawings

Submit final as-built CADD/CAD and BIM Model(s) and Facility Data files at the time of Beneficial Occupancy of the project or at a designated phase of the project. In the event the Contractor accomplishes additional work after this submittal, which changes the as-built conditions, submit a new DVD with all drawing sheets and three blue-line copies of affected sheets which depict additional changes.

1.2.8. Title Blocks

In accordance with the configuration management plan, clearly mark title blocks to indicate final as-built drawings.

1.2.9. Other As-Built Documents

Provide scans of all other documents such as design analysis, catalog cuts, certification documents that are not available in native electronic format in an organized manner in Adobe.pdf format.

1.2.9.1. LEED Documentation

Update LEED documentation on at least a monthly basis and have it available for review by the Government on the jobsite at all times during construction. Submit the final LEED Project Checklist(s), final LEED submittals checklist and complete project documentation, verifying the final LEED score and establishing the final rating. Provide full support to the validation review process, including credit audits. See also the LEED documentation requirements in Section 01 33 16, DESIGN AFTER AWARD.

1.2.9.2. GIS Documentation

Provide final geo-referenced GIS database of the new building footprint along with any changes made to exterior of the building. The intent of capturing the final building footprint and exterior modifications in a GIS database is to provide the installation with a data set of the comprehensive changes made to the landscape as a result of the construction project. The Government will incorporate this data set into the installations existing GIS MasterPlan or Enterprise GIS system. The GIS database deliverable shall follow a standard template provided to the Contractor by the Government, adhere to detailed specifications outlined in ECB No 2006-15, and be documented using the Federal Geographic Data Committee (FGDC) metadata standard.

1.3. EQUIPMENT DATA

1.3.1. Real Property Equipment

Provide an Equipment-in-Place list of all installed equipment furnished under this contract. Include all information usually listed on manufacturer's name plate. Include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, provide the following information: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. Furnish the list as one (1) reproducible and three (3) copies thirty (30) calendar days before completion of any segment of the contract work which has an incremental completion date.

1.3.2. Maintenance and Parts Data

Furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other publication showing detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph above.

1.3.3. Construction Specifications

Furnish permanent electronic files of final as-built construction specifications, including modifications thereto, with the as-built drawings.

1.4. CONSTRUCTION WARRANTY MANAGEMENT

1.4.1. Prior to the end of the one year warranty, the Government may conduct an infrared roof survey on any project involving a membrane roofing system. This survey will be conducted in accordance with ASTM C1153-90, "Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging". The Contractor shall replace all damaged materials and locate and repair sources of moisture penetration.

1.4.2. Management

1.4.2.1. Warranty Management Plan

Develop a warranty management plan containing information relevant to the clause ***Warranty of Construction*** in FAR 52.246-21. Submit the warranty management plan for Government approval at least 30 days before the planned pre-warranty conference. In the event of phased turn-over of the contract, update the Warranty Management Plan as necessary to include latest information required. Include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Submit warranty information made available during the construction phase prior to each monthly pay estimate. Assemble information in a binder and turn over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. The Contractor, Government, including the Customer Representative shall jointly conduct warranty inspections, 4 months and 9

months, after acceptance. The warranty management plan shall include, but shall not be limited to, the following information:

(a) Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the contractors, subcontractors, manufacturers or suppliers involved.

(b) Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

(c) A list for each warranted equipment, item, feature of construction or system indicating:

(i) Name of item.

(ii) Model and serial numbers.

(iii) Location where installed.

(iv) Name and phone numbers of manufacturers or suppliers.

(v) Names, addresses and telephone numbers of sources of spare parts.

(vi) Warranties and terms of warranty. Include one-year overall warranty of construction. Indicate those items, which have extended warranties with separate warranty expiration dates.

(vii) Cross-reference to warranty certificates as applicable.

(viii) Starting point and duration of warranty period.

(ix) Summary of maintenance procedures required to continue the warranty in force.

(x) Cross-reference to specific pertinent Operation and Maintenance manuals.

(xi) Organization, names and phone numbers of persons to call for warranty service.

(xii) Typical response time and repair time expected for various warranted equipment.

(d) The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

(e) Procedure and status of tagging of all equipment covered by extended warranties.

(f) Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.4.3. Performance Bond

1.4.3.1. The Contractor's Performance Bond will remain effective throughout the construction warranty period.

1.4.3.2. In the event the Contractor or his designated representative(s) fails to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Government shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Government shall have the work performed by others, and after completion of the work, may make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

1.4.3.3. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Government will have the right to recoup expenses from the bonding company.

1.4.3.4. Following oral or written notification of required warranty repair work, the Contractor will respond as dictated by para. 1.4.5. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Government to proceed against the Contractor as outlined in the paragraph 1.4.5.5 and/or above.

1.4.4. Pre-Warranty Conference

Prior to contract completion, or completion of any phase or portion of contract to be turned over, and at a time designated by the Contracting Officer, the Contractor shall meet with the Government to develop a mutual understanding with respect to the requirements of this clause. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Government for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with other portions of this provision.

1.4.5. Contractor's Response to Warranty Service Requirements.

Following Government oral or written notification, which may include authorized installation maintenance personnel, the Contractor shall respond to warranty service requirements in accordance with the "Warranty Service Priority List" and the three categories of priorities listed below. Submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframe specified, the Government will perform the work and backcharge the construction warranty payment item established.

1.4.5.1. First Priority Code 1 Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

1.4.5.2. Second Priority Code 2 Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

1.4.5.3. Third Priority Code 3 All other work to be initiated within 3 work days and work continuously to completion or relief.

1.4.5.4. The "Warranty Service Priority List" is as follows:

• Code 1 - Air Conditioning System

(a) Buildings with computer equipment.

(b) Barracks, mess halls (entire building down).

• Code 2 - Air Conditioning Systems

(a) Recreational support.

(b) Air conditioning leak in part of building, if causing damage.

(c) Air conditioning system not cooling properly

(d) Admin buildings with Automated Data Processing (ADP) equipment not on priority list.

• Code 1 - Doors

(a) Overhead doors not operational.

• Code 1 - Electrical

(a) Power failure (entire area or any building operational after 1600 hours).

(b) Traffic control devices.

(c) Security lights.

(d) Smoke detectors and fire alarm systems

(e) Power or lighting failure to an area, facility, portion of a facility, which may adversely impact health, safety, security, or the installation's mission requirement, or which may result in damage to property.

• Code 2 - Electrical

(a) Power failure (no power) for unoccupied buildings or portions thereof or branch circuits within occupied buildings, not listed as Code 1.

(b) Receptacle and lights, not listed as code 1.

• Code 3 - Electrical

(a) Street, parking area lights

• Code 1 - Gas

(a) Leaks and breaks.

(b) No gas to cantonment area.

• Code 1 - Heat

(a) Area power failure affecting heat.

(b) Heater in unit not working.

• Code 2 Heat

(a) All heating system failures not listed as Code 1.

• Code 3 - Interior

(a) Floor damage

(b) Paint chipping or peeling

• Code 1 - Intrusion Detection Systems - N/A.

• Code 2 - Intrusion Detection Systems other than those listed under Code 1

• Code 1 - Kitchen Equipment

(a) Dishwasher.

(b) All other equipment hampering preparation of a meal.

• Code 2 - Kitchen Equipment

(a) All other equipment not listed under Code 1.

• Code 2 - Plumbing

(a) Flush valves not operating properly

(b) Fixture drain, supply line commode, or water pipe leaking.

(c) Commode leaking at base.

• Code 3 - Plumbing

(a) Leaking faucets

• Code 1 - Refrigeration

(a) Mess Hall.

(b) Medical storage.

• Code 2 - Refrigeration

(a) Mess hall - other than walk-in refrigerators and freezers.

• Code 1 - Roof Leaks

(a) Temporary repairs will be made where major damage to property is occurring.

• Code 2 - Roof Leaks

(a) Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

• Code 1 - Sprinkler System

(a) All sprinkler systems, valves, manholes, deluge systems, and air systems to sprinklers.

• Code 1 - Tank Wash Racks (Bird Baths)

(a) All systems which prevent tank wash.

• Code 1 - Water (Exterior)

(a) Normal operation of water pump station.

• Code 2 - Water (Exterior)

(a) No water to facility.

• Code 1 - Water, Hot (and Steam)

(a) Barracks (entire building).

• Code 2 - Water, Hot

(b) No hot water in portion of building listed under Code 1

1.4.5.5. Should parts be required to complete the work and the parts are not immediately available, the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Government, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Government will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Government will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

1.4.6. Equipment Warranty Identification Tags

1.4.6.1. Provide warranty identification tags at the time of installation and prior to substantial completion shall provide warranty identification tags on all Contractor and Government furnished equipment which the Contractor has installed.

(a) The tags shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Tag each component of contractor furnished equipment that has differing warranties on its components.

(b) Submit sample tags, representing how the other tags will look, for Government review and approval.

(c) Tags for Warrantied Equipment: The tag for this equipment shall be similar to the following: Exact format and size will be as approved.

EQUIPMENT WARRANTY - CONTRACTOR FURNISHED EQUIPMENT

MFG NAME MODEL NO.

SERIAL NO.

CONTRACT NO.

CONTRACTOR NAME

CONTRACTOR WARRANTY EXPIRES

MFG WARRANTY(IES) EXPIRE

EQUIPMENT WARRANTY - GOVERNMENT FURNISHED EQUIPMENT

MFG NAME MODEL NO.

SERIAL NO.

CONTRACT NO.

DATE EQUIP PLACED IN SERVICE

MFG WARRANTY(IES) EXPIRE

(c) If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag

1.4.6.2. Execution: Complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment.

1.5. MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Submit; all reports, statements, certificates, and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems prior to final inspection and transfer of the completed facility for approval, as specified in applicable technical specification sections.

1.6. OPERATION AND MAINTENANCE MANUALS

1.6.1. General Requirements

1.6.1.1. Inasmuch as the operations and maintenance manuals are required to operate and maintain the facility, the operations and maintenance (O&M) manuals will be considered a requirement prior to substantial completion of any facility to be turned over to the Government. Beneficial occupancy of all or portions of a facility prior to substantial completion will not relieve the Contractor of liquidated damages, if substantial completion exceeds the required completion date.

1.6.1.2. Provide one permanent electronic copy on CD-ROM and 2 hard copies of the Equipment Operating, Maintenance, and Repair Manuals. Provide separate manuals for each utility system as defined hereinafter. Submit Operations and Maintenance manuals for approval before field training or 90 days before substantial completion (whichever occurs earlier). If there is no separate CLIN for O&M Manuals, the Government will withhold an amount representing $20,000, as non-progressed work, until submittal and approval of all O&M manuals are complete.

1.6.2. Definitions

1.6.2.1. Equipment

A single piece of equipment operating alone or in conjunction with other equipment to accomplish a system function.

1.6.2.2. System

A combination of one or more pieces of equipment which function together to accomplish an intended purpose (i.e. HVAC system is composed of many individual pieces of equipment such as fans, motors, compressors, valves, sensors, relays, etc.)

1.6.3. Hard Cover Binders

The manuals shall be hard cover with posts, or 3-ring binders, so sheets may be easily substituted. Print the following identification on the cover: the words "EQUIPMENT OPERATING, MAINTENANCE, AND REPAIR MANUALS," the project name, building number, and an indication of utility or systems covered, the name of the Contractor, and the Contract number. Manuals shall be approximately 8-1/2 by 11-inches with large sheets folded in and capable of being easily pulled out for reference. All manuals for the project must be similar in appearance, and be of professional quality.

1.6.4. Warning Page

Provide a warning page to warn of potential dangers (if they exist, such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, high pressures, etc.). Place the warning page inside the front cover and in front of the title page. Include any necessary Material Safety Data Sheets (MDSD) here.

1.6.5. Title Page

The title page shall include the same information shown on the cover and show the name of the preparing firm and the date of publication.

1.6.6. Table of Contents

Each volume of the set of manuals for this project shall include a table of contents, for the entire set, broken down by volume.

1.6.7. General

Organize manuals according to the following format, and include information for each item of equipment Submit a draft outline and table of contents for approval at 50% contract completion.

TABLE OF CONTENTS

PART I: Introduction

· Equipment Description

· Functional Description

· Installation Description

PART II: Operating Principles

PART III: Safety

PART IV: Preventive Maintenance

· Preventive Maintenance Checklist, Lubrication

· Charts and Diagrams

PART V: Spare Parts Lists

· Troubleshooting Guide

· Adjustments

· Common Repairs and Parts Replacement

PART VI: Illustrations

1.6.7.1. Part I-Introduction

Part I shall provide an introduction, equipment or system description, functional description and theory of operation, and installation instructions for each piece of equipment. Include complete instructions for uncrating, assembly, connection to the power source and pre-operating lubrication in the installation instructions as applicable. Illustrations, including wiring and cabling diagrams, are required as appropriate in this section. Include halftone pictures of the equipment in the introduction and equipment description, as well as system layout drawings with each item of equipment located and marked. Do not use copies of previously submitted shop drawings in these manuals.

1.6.7.2. Part II-Operating Principles

Part II shall provide complete instructions for operating the system, and each piece of equipment. Illustrations, halftone pictures, tables, charts, procedures, and diagrams are required when applicable. This will include step-by-step procedures for start-up and shutdown of both the system and each component piece of equipments, as well as adjustments required to obtain optimum equipment performance, and corrective actions for malfunctions. Show performance sheets and graphs showing capacity data, efficiencies, electrical characteristics, pressure drops, and flow rates here, also. Marked-up catalogs or catalog pages do not satisfy this requirement. Present performance information as concisely as possible with only data pertaining to equipment actually installed. Include actual test data collected for Contractor performance here.

1.6.7.3. Part III-Safety

Part III shall contain the general and specific safety requirements peculiar to each item of equipment. Repeat safety information as notes cautions and warnings in other sections where appropriate to operations described.

1.6.7.4. Part IV-Preventive Maintenance

Part IV shall contain a troubleshooting guide, including detailed instructions for all common adjustments and alignment procedures, including a detailed maintenance schedule. Also include a diagnostic chart showing symptoms and solutions to problems. Include test hookups to determine the cause, special tools and test equipment, and methods for returning the equipment to operating conditions. Information may be in chart form or in tabular format with appropriate headings. Include instructions for the removal, disassembly, repair, reassembly, and replacement of parts and assemblies where applicable and the task is not obvious.

1.6.7.5. Part V-Spare Parts List

Part V shall contain a tabulation of description data and parts location illustrations for all mechanical and electrical parts. The heading of the parts list shall clearly identify the supplier, purchase order number, and equipment. Include the unit price for each part. List parts by major assemblies, and arrange the listing in columnar form. Include names and addresses of the nearest manufacturer's representatives, as well as any special warranty information. Provide a list of spare parts that are recommended to be kept in stock by the Government installation.

1.6.7.6. Part VI-Illustrations

Part VI shall contain assembly drawings for the complete equipment or system and for all major components. Include complete wiring diagrams and schematics. Other illustrations, such as exploded views, block diagrams, and cutaway drawings, are required as appropriate.

1.6.8. Framed Instructions

Post framed instructions are required for substantial completion. Post framed instructions under glass or in laminated plastic, including wiring and control diagrams showing the complete layout of the entire system, including equipment, ductwork, piping valves, dampers, and control sequence at a location near the equipment described. Prepare condensed operating instructions explaining preventive maintenance procedures methods of checking the system for normal safe operation, valve schedule and procedures for safely starting and stopping the system in type form, framed as specified above for the wiring and control diagrams and posted beside the diagrams. Submit proposed diagrams, instructions, and other sheets prior to posting. Post the framed instructions before field training.

1.6.9. (Reserved. See 1.7 for Field Training.

1.6.10. System/Equipment Requirements

1.6.10.1. Facility Heating System

Provide information on the following equipment: boilers, water treatment, chemical feed pumps and tanks, converters, heat exchangers, pumps, unit heaters, fin-tube radiation, air handling units (both heating only and heating and cooling), and valves (associated with heating systems).

1.6.10.2. Air-Conditioning Systems

Provide information in chillers, packaged air-conditioning equipment, towers, water treatment, chemical feed pumps and tanks, air-cooled condensers, pumps, compressors, air handling units, and valves (associated with air-conditioning systems).

1.6.10.3. Temperature Control and HVAC Distribution Systems

Provide all information described for the following equipment: valves, fans, air handling units, pumps, boilers, converters and heat exchangers, chillers, water cooled condensers, cooling towers, and fin-tube radiation, control air compressors, control components (sensors, controllers, adapters and actuators), and flow measuring equipment.

1.6.10.4. Central Heating Plants

Provide the information described for the following equipment: boilers, converters, heat exchangers, pumps, fans, steam traps, pollution control equipment, chemical feed equipment, control systems, fuel handling equipment, de-aerators, tanks (flash, expansion, return waters, etc.), water softeners, and valves.

1.6.10.5. Heating Distribution Systems

Provide the information described for the following equipment: valves, fans, pumps, converters and heat exchangers, steam traps, tanks (expansion, flash, etc.), and piping systems.

1.6.10.6. Exterior Electrical Systems

Provide information on the following equipment: power transformers, relays, reclosers, breakers, and capacitor bank controls.

1.6.10.7. Interior Electrical Systems

Provide information on the following equipment: relays, motor control centers, switchgear, solid state circuit breakers, motor controller, EPS lighting systems, wiring diagrams and troubleshooting flow chart on control systems, and special grounding systems.

1.6.10.8. Energy Monitoring and Control Systems

The maintenance manual shall include descriptions of maintenance for all equipment, including inspection, periodic preventative maintenance, fault diagnosis, and repair or replacement of defective components.

1.6.10.9. Domestic Water Systems

Provide the identified information on the following equipment: tanks, unit process equipment, pumps, motors, control and monitoring instrumentation, laboratory test equipment, chemical feeders, valves, switching gear, and automatic controls.

1.6.10.10. Wastewater Treatment Systems

Provide the identified information on the following equipment: tanks, unit process equipment, pumps, motors, control and monitoring instrumentations, laboratory test equipment chemical feeders, valves, scrapers, skimmers, comminutors, blowers, switching gear, and automatic controls.

1.6.10.11. Fire Protection Systems

Provide information on the following equipment: alarm valves, manual valves, regulators, foam and gas storage tanks, piping materials, sprinkler heads, nozzles, pumps, and pump drivers.

1.6.10.12. Fire Alarm and Detection Systems

(a) The maintenance manual shall include description of maintenance for all equipment, including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

(b) Provide all software; database with complete identification of programmable portions of system equipment and devices, and all other system programming data on all modes of the system; connecting cables; and proprietary equipment necessary for the operation, maintenance, testing, repair and programming, etc. of the system and that may be required for implementation of future changes to the fire system (additional and/or relocated initiating devices, notification devices, etc.

(c) Provide all system and equipment technical data and computer software with the requisite rights to Government use, in accordance with the applicable contract clauses.

(d) Training shall include software and programming required for the effective operation, maintenance, testing, diagnostics and expansion of the system.

1.6.10.13. Plumbing Systems

Provide information on the following equipment: water heaters, valves, pressure regulators backflow preventors, piping materials, and plumbing fixtures.

1.6.10.14. Liquid Fuels Systems

Provide information on the following equipment: tanks, automatic valves manual valves, filter separators, pumps, mechanical loading arms, nozzles, meters, electronic controls, electrical switch gear, and fluidic controls.

1.6.10.15. Cathodic Protection Systems

Provide information on the following material and equipment: rectifiers, meters, anodes, anode backfill, anode lead wire, insulation material and wire size, automatic controls (if any), rheostats, switches, fuses and circuit breakers, type and size of rectifying elements, type of oil in oil-immersed rectifiers, and rating of shunts.

1.6.10.16. Generator Installations

Provide information on the following equipment: generator sets, automatic transfer panels, governors, exciters, regulators starting systems, switchgear, and protective devices.

1.6.10.17. Miscellaneous Systems

Provide information on the following: communication and ADP systems, security and intrusion alarm, elevators, material handling, active solar, photovoltaic, nurse call, paging, intercom, closed circuit TV, irrigation, sound and material delivery systems, kitchen, refrigeration, disposal, ice making equipment, and other similar type special systems not otherwise specified.

1.6.10.18. Laboratory, Environmental and Pollution Control Systems

Provide information on the following equipment: wet scrubbers, quench chambers, scrub tanks, liquid oil separators, and fume hoods.

1.7. FIELD TRAINING

Field Training is a requirement for substantial completion. Conduct a training course for the operating staff for each particular system. Conduct the training is to be conducted during hours of normal working time after the system is functionally complete. The field instructions shall cover all of the items contained in the Equipment Operating, Maintenance and Repair Manuals. The training will include both classroom and "hands-on" training. Submit a lesson plan outlining the information to be discussed during training periods. Submit this lesson plan for approval 90 days before contract completion before the field training occurs. Record training on DVD and furnish to the Government within ten (10) days following training. Document all training and furnish a list of all attendees.

1.8. PRICING OF CONTRACTOR-FURNISHED AND INSTALLED PROPERTY AND GOVERNMENT-FURNISHED CONTRACTOR-INSTALLED PROPERTY

Promptly furnish and require any sub-contractor or supplier to furnish, in like manner, unit prices and descriptive data required by the Government for Property Record purposes of fixtures and equipment furnished and/or installed by the Contractor or sub-contractor, except prices do not need to be provided for Government-Furnished Property.

1.9. LEED REVIEW MEETINGS

1.9.1. Pre-Closeout Meeting. Approximately 30 days before submittal of LEED closeout documentation, the Contractor and the Government's project delivery team (including Installation representative) will meet to review the documentation, determine which, if any, credits will be audited and identify any corrections/missing items prior to the closeout LEED documentation submittal.

1.9.2. Approximately 14 days after submittal of LEED closeout documentation, the Contractor and the Government's project delivery team (including Installation representative) will meet to review the LEED closeout documentation. The review conference will include discussion of and resolution of all review comments to ensure consensus on achievement of credits and satisfactory documentation. At the review conference a final score will be determined and endorsed in writing by all parties.

1.10. RED ZONE MEETING

At approximately 80% of contract completion or 60 days before the anticipated Beneficial Occupancy Date (BOD), whichever occurs first, the Contractor and the Government's project delivery team will conduct what is known as the Red Zone Meeting to discuss the close-out process, to schedule the events and review responsibilities for actions necessary to produce a timely physical, as well as fiscal, project close-out. The Red Zone meeting derives its name from the football term used to describe the team effort to move the ball the last 20 yards into the end zone. The close-out of a construction project sometimes can be equally as hard and most definitely requires the whole team’s efforts. The ACO will chair the meeting. If not already provided, shortly before the meeting, the Contractor shall provide an electronic copy or access to the CADD as-built drawings, completed commensurate with the amount of work completed at the time of the Red Zone Meeting, as an indicator of the Contractors’ understanding of and ability to meet the USACE CADD Standards and to ensure that the Contractor is making progress with CADD As-Built requirements. EXHIBIT 1 is a generic meeting checklist.

1.11. FINAL CLEANING

Clean the premises in accordance with FAR clause 52.236-12 and additional requirements stated here. Remove stains, foreign substances, and temporary labels from surfaces. Vacuum carpet and soft surfaces. Clean equipment and fixtures to a sanitary condition. Clean or replace filters of operating equipment if cleaning isn’t possible or practicable. Remove debris from roofs, drainage systems, gutters, and downspouts. Sweep paved areas and rake clean landscaped areas. Remove waste, surplus materials, and rubbish from the site. Remove all temporary structures, barricades, project signs, fences and construction facilities. Submit a list of completed clean-up items on the day of final inspection.

EXHIBIT 1

SAMPLE

Red Zone Meeting Checklist

Date:_____

Contract No.	
Description / Location	
Contractor	
Contracting Officer	

Action	**Completion Milestone**	
Inspections		
Fire		
Safety		
Pre-final		
Mechanical Test & Balance		
Commissioning		
Landscaping Complete		
Erosion Control		
Beneficial Occupancy Date (BOD)		
Furniture Installation		
Comm Installation		
As-Built Drawings		
Provide all O&M manuals, tools, shop drawings, spare parts, etc. to customer		

Training of O&M Personnel		
Provide Warranty documents to Customer		
Contract completion		
Final Inspection		
User move-in		
DD Form 1354, Transfer of Real Property completed & signed		
Ribbon cutting		
Payroll Clearances		
DD Form 2626 - Construction Contractor Performance Evaluation		
DD Form 2631 – A-E Performance Rated after Construction		
Status of Pending Mods and REA’s/Claims		
Final Payment Completed		
Release of Claims		
Return of Unobligated Funds		
Move Project from CIP to General Ledger		
Financial completion		