

2. AMENDMENT/MODIFICATION NO. <b>0001</b>	3. EFFECTIVE DATE <b>6/20/01</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY  <b>U. S. Army Engineer District, Honolulu Attn: CEPOH-CT-C Building 230 Fort Shafter, Hawaii 96858-5440</b>	7. ADMINISTERED BY <i>(If other than Item 6)</i>
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(✓)	9A. AMENDMENT OF SOLICITATION NO. <b>DACA83-01-R-0017</b>
	(X)	9B. DATED <i>(SEE ITEM 11)</i> <b>5/11/01</b>
		10A. MODIFICATION OF CONTRACTS/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>

CODE	FACILITY CODE	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  
**Design-Build FY01 MCA PN 52265 and BUP PN 52266 , Whole Barracks Renewal, Phase 4A, Renovation of Quad F, Schofield Barracks, Oahu, Hawaii**

See attached pages.

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

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

1. Attached hereto are revised and new pages to Sections 00010, 00100, 00600, 00700, 01010, and 01011. The revision mark "(AM-0001)" is shown on each page.

a. REVISED PAGES. The following are revised pages to the solicitation. Changes are indicated in bold.

Section 00010: Pages 1-5  
SF1442 and the Proposal Schedule are revised

Section 00100: Pages 1-12  
52.215-1, Instructions to Offerors - Competitive Acquisition (May 2001) is revised

Section 00600: Pages 1-11  
52.219-1, Small Business Program Representations (May 2001)  
Alternate I (Oct 2000) Alternate II (Oct 2000) is revised

Section 00700: Pages 1-106  
52.202-1, Definitions (May 2001)--Alternate I (May 2001) is revised  
52.223-6, Drug-Free Workplace (May 2001) is revised  
52.232-27, Prompt Payment for Construction Contracts (May 2001)  
is revised  
52.227-7022, Government Rights (Unlimited)(Mar 1979) is added

Section 01010: Section 1, para, 1.2.5.1  
  
Section 2, para, 2.4.2.2, 2.4.3.2, 2.4.7.3.3,  
2.6.1, and Table 2-3  
  
Section 3, para, 3.4

Section 01011: Unaccompanied Enlisted Personnel Housing  
(Buildings 651 and 652), para., 1.3.2

b. NEW PAGES. The following pages are added to the solicitation.

Section 00700: Page 107  
52.227-7023, Drawings and Other Data To Become Property of  
Government (Mar 1979) is added  
52.222-7000, Restrictions on Employment of Personnel (Mar 2000)  
is added

Section 00900  
Table of Contents  
Attachments 4, 17, 23, 25, and 26

c. DELETED PAGES. The following pages are deleted from the specifications:

Section 00900  
Table of Contents  
Attachments 4, 17, and 23

2. CHANGES TO DRAWINGS. The following revised drawings replace like-numbered drawings and are issued herewith:

<u>REV</u>	<u>RING NO.</u>	<u>DRAWING NO.</u>	<u>SHEET NO.</u>	<u>LTR</u>	<u>REVISION DATE</u>
	2		T-2	a	6/12/01
	7		C-1	a	6/12/01
	10		C-4	a	6/12/01
	33		E-3	a	1/12/01

3. The hour and date specified for receipt of Offers is extended. Offers are due July 17, 2001, 2:00 p.m. (Hawaii Standard Time).

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA83-01-R-0017	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 5/11/01	PAGE OF PAGES 1
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY U. S. Army Engineer District, Honolulu Attn: CEPOH-CT-C Building 230 Fort Shafter, Hawaii 96858-5440	CODE	8. ADDRESS OFFER TO U. S. Army Engineer District, Honolulu Attn: CEPOH-CT-C Building 230 Fort Shafter, Hawaii 96858-5440  (Deliver hand-carried proposals to Building 200, Fort Shafter, Hawaii)
9. FOR INFORMATION CALL: 	A. NAME Lynn Arakaki	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (808)438-8564

**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):*

Design-Build FY01 MCA PN 52265 and BUP PN 52266, Whole Barracks Renewal, Phase 4A, Renovation of Quad F, Schofield Barracks, Oahu, Hawaii

\*See Section 700, DB-7

11. The Contractor shall begin performance within <u>7</u> calendar days and complete it within <u>*</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section 700, DB-7.)</i>	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS <p align="center">14</p>

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00pm HST (hour) local time 7/17/01 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  is not required.

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

D. Offers providing less than 45 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  Duns No. _____ CAGE Code _____ CODE _____ FACILITY CODE _____	15. TELEPHONE NO. (Include area code)  16. REMITTANCE ADDRESS (Include only if different than Item 14)
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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 requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

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

**19. 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
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 Copies unless otherwise specified)	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C 2304(c) ( ) <input type="checkbox"/> 41 U.S.C 253(c) ( )
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26. ADMINISTERED BY CODE _____  U. S. Army Engineer District, Honolulu Schofield Barracks Resident Office Building 230 Fort Shafter, Hawaii 96858-5440	27. PAYMENT WILL BE MADE BY  U. S. Army Engineer District, Honolulu Finance and Accounting Branch (CEPOH-RM-F) Building 230 Fort Shafter, Hawaii 96858-5440
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

SECTION 00010  
PROPOSAL SCHEDULE

DESIGN-BUILD FY01 MCA PN 52265 AND BUP PN 52266  
WHOLE BARRACKS RENEWAL, PHASE 4A  
QUAD F RENOVATION  
SCHOFIELD BARRACKS, OAHU, HAWAII

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1.	FY01 MCA PN 52265 NEW CONSTRUCTION, QUAD F	1	Job	\$ _____
2.	FY01 BUP PN 52266 RENOVATE, QUAD F	1	Job	\$ _____
TOTAL (ITEM NOS. 1 and 2)				\$ _____

NOTES:

1a. As consideration for the Government's evaluation of the Offeror's proposal, Offeror agrees, should it be awarded a contract under this solicitation, that all specifically-named proposed employees, proposed joint venture partners, proposed team members, or other specifically named, proposed legal relationships, identified in the Offeror's proposal—at any tier at or below the prime contractor and its subcontractors, joint venture partners or team members— shall be utilized, as proposed, under the contract.

b. The Offeror further agrees that it shall not substitute after award a party for any specifically-named proposed employees, proposed joint venture partners, proposed team members, or other specifically named, proposed relationships, identified in the Offeror's proposal—at any tier at or below the prime contractor and its subcontractors, joint venture partners or team members—without prior application to, and approval from, the Contracting Officer.

c. The Contracting Officer may in his or her sole discretion approve substitution after award upon determination that such substitution is made in good faith by the contractor; is for good cause; and it is in the Government's interest to allow the substitution. The contractor shall include in its submission for proposed substitution such information as may be necessary to reasonably establish the three conditions set forth above; and at a minimum shall include, information that the proposed substitute employee, proposed joint venture partner, proposed team member, or other specifically named, proposed substitute legal relationship, is as or better experienced or qualified than the originally proposed employee, proposed joint venture partner, proposed team member, or other specifically named, original proposed

relationship. The Contracting Officer may require such other information from the contractor as is necessary to make a determination in the matter.

d. The Offeror further agrees that the Contracting Officer's approval of any substitution shall be at no cost to the Government, provided such substitution does not involve a change to the scope of work under the contract. The Offeror further agrees that it shall hold harmless and indemnify the Government, its lawful agents, employees and officers from any liability that may allegedly arise from the act of the Contracting Officer permitting the contractor to substitute for the originally proposed employee, proposed joint venture partner, proposed team member, or other specifically named, original proposed legal relationship.

e. The Offeror agrees that it shall, as contractor, insert in all subcontracts, joint venture agreements, teaming agreements, or other legal relationships provisions substantially similar to this, and shall require its subcontractors, joint venture partners, team members and other parties with whom it has a legal relationship to do the same.

## PAYMENTS

Compensation for all work to be performed under this contract will be made under the payment item(s) listed herein. Price(s) and payment(s) for the item(s) shall cover all work, complete and finished in accordance with the specifications, schedules, and drawings, and shall be full compensation for all work in connection therewith, including quality control and cost of performance-and payment-bond premiums as specified in the CONTRACT CLAUSES. Price(s) and payment(s) shall constitute full and final compensation for furnishing all materials, equipment, management, supervision, labor, transportation, fuel, power, water, and all incidental items necessary to complete the work, except as otherwise specified to be furnished by the Government. For the purpose of CONTRACT CLAUSE entitled "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS", the term "designated billing office" and "designated payment office" are as follows:

- a. Billing Office  
U.S. Army Engineer Division, Honolulu  
Schofield Barracks Resident Office, Bldg 230  
Fort Shafter, HI 96858-5440
  
- b. Payment Office  
U.S. Army Engineer Division, Pacific Ocean  
Attn: Accounts Payable Branch (CEPOH-RM-FA), Bldg 525  
Fort Shafter, HI 96858-5440

Item numbers mentioned herein after correspond to the item numbers in the PROPOSAL SCHEDULE.

**a. Item No. 1, FY01 MCA PN 52265, NEW CONSTRUCTION QUAD F, as indicated on plans, will be paid for at the contract price, complete in place and ready for use, including testing, final connections, cleanup, and all incidental items necessary to complete the work.**

b. Item No. 2, FY01 BUP PN 52266, RENOVATE QUAD F, as indicated on plans, will be paid for at the contract price, complete in place and ready for use, including testing, final connections, cleanup, and all incidental items necessary to complete the work.

-- End of Section --

TABLE OF CONTENTS  
SECTION 00100

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS & DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
<b>52.215-1</b>	<b>INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (MAY 2001)</b>
52.215-16	FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.216-1	TYPE OF CONTRACT (APR 1984)
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS (OCT 2000)
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
52.225-12	NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT (FEB 2000)
52.233-2	SERVICE OF PROTEST (AUG 1996)
52.236-27 I	SITE VISIT (CONSTRUCTION) (FEB 1995) -- ALTERNATE I (FEB 1995)
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)
S-36.4	PRE-PROPOSAL CONFERENCE (JUL 1995)
S-36.2	MAGNITUDE OF THE PROPOSED PROJECT
S-28-3	PENAL SUM AND FORM OF OFFER GUARANTEE
S-2	ASBESTOS ABATEMENT (AUG 1996)
S-19.3	SMALL DISADVANTAGED BUSINESS GOALS FOR SUBCONTRACTING PLANS
S-19.1	APPROVAL OF SUBCONTRACTING PLAN
S-36.33	NOTIFICATION TO OFFERORS - ACCESS TO ARMY INSTALLATIONS

APPENDIX A - SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN

SECTION 00100 Instructions To Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

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

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

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

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.  
(End of provision)

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

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

**52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)**

**(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, writing, or written means any worded or numbered expression that 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) The Government may disclose the following information in postaward debriefings to other offerors:**

**(i) The overall evaluated cost or price and technical rating of the successful offeror;**

**(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;**

**(iii) A summary of the rationale for award; and**

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

**(End of provision)**

#### **52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

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

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

**(End of provision)**

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.  
(End of clause)

52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.  
(End of provision)

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
69.1%	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 Honolulu County, State of Hawaii.

(End of provision)

#### 52.225-12 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-- Balance of Payments Program--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 of Payments Program 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 or Balance of Payments Program 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 or Balance of Payments Program, 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 or NAFTA 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, designated country, or NAFTA 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, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA 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 (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Army Engineer District, Honolulu  
Corps of Engineers, Bldg 230  
ATTN: Directorate of Contracting, CEPOH-CT  
Fort Shafter, HI 96858-5440

(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 May 25, 2001, 9:00 a.m.

(c) Participants will meet at Quad F, in front of Building 649, Schofield Barracks, Hawaii.

#### 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.  
(End of provision)

#### S-36.4 PRE-PROPOSAL CONFERENCE (JUL 1995)

a. A pre-proposal conference will be conducted by the Government on May 25, 2001 starting at 1:00 P.M. at Building 230, Room 322 and 323, Fort Shafter, Hawaii. All planholders (prime contractors, subcontractors, and suppliers) are urged to attend this conference. Planholders who plan to attend should notify the Government of the number of attendees by May 22, 2001.

Notification can be made as follows:

(1) Facsimile: (808) 438-8588/8570

Point of Contact: Lynn Arakaki

(2) Mail: U.S. Army Engineer District, Honolulu

Corps of Engineers, Bldg 230

ATTN: CEPOH-CT-C (Lynn Arakaki)

Fort Shafter, Hawaii 96858-5440

b. Any questions planholders may have concerning the project, plans, or specifications should be submitted in writing, on letterhead stationery, sufficiently in advance of the conference, to permit preparation of answers, which will be provided at the conference. The questions should be faxed as soon as possible, and followed by an original through mail. Use the facsimile number and address shown in paragraph a. above. During the conference, written, signed questions will be accepted, and will be answered during the conference if time permits.

c. A complete record of the conference, including questions raised by planholders and answers provided by the Government, will be made and a copy furnished to all planholders. However, any answer, clarification, or explanation given at the conference will not qualify or change the terms of the request for proposal (including the plans and specifications). Unless the request for proposal is amended in writing, it will remain unchanged. If an amendment to the request for proposal is issued as a result of the conference, normal procedures relating to issuance and acknowledgement of receipt will apply.

d. All costs incurred to attend and participate in the pre-proposal conference and any site visits (see paragraph e. below) will be at the expense of the planholder. This includes, but is not limited to, the cost of transportation, per diem, and hotel accommodations.

e. Refer to provision entitled SITE VISIT (CONSTRUCTION) in Section 00100 for information on the pre-proposal site visit.

[End of Statement]

#### S-36.2 MAGNITUDE OF THE PROPOSED PROJECT [FAR 36.204]

(a) Physical Characteristics: This DESIGN/BUILD project will entail the complete renovation of four three-story buildings in Quad F located on Schofield Barracks. Project involves renovation, alteration, and construction work that is complete and adequate for unaccompanied enlisted personnel housing, administrative, dining, and soldier community functions. Work also includes site improvements, construction of a multipurpose recreation court, covered soldier gear wash area, reconstruction of pavement in vehicular parking areas and driveways, realignment of Foote Avenue, and landscaping.

(b) Estimated Price Range: The estimated price range of this work is between \$25 Million and \$100 Million.

[End of Statement]

#### S-28.3 PENAL SUM AND FORM OF OFFER GUARANTEE

(Applicable to offers exceeding \$100,000)

Each offeror shall submit with its offer a separate offer guarantee using Standard Form 24, Bid Bond, with good and sufficient surety or sureties acceptable to the Government, or other security as provided in the clause entitled OFFER GUARANTEE in the CONTRACT CLAUSES section. This security shall be in the form of twenty percent (20%) of the offered price or three million dollars (\$3,000,000), whichever is less. The penal sum of the bond may be expressed in terms of a percentage of the offered price or may be expressed in dollars and cents.

Failure to submit a offer guarantee by the time and date set for receipt of proposals may be cause for rejection of a proposal, except as provided in provision 52.215-1, Instructions to Offerors-- Competitive Acquisition.

[End of Statement]

#### S-2 ASBESTOS ABATEMENT (AUG 1996)

Asbestos abatement is part of the scope of work for the proposed contract. Refer to paragraphs entitled, "ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)" in Section 00800 and applicable sections of the technical specifications and drawings. The Contractor shall inform responsible representatives of their insurer(s)/surety(ies) that asbestos abatement is required for the proposed contract.

[End of Statement]

#### S-19.3 SMALL DISADVANTAGED BUSINESS GOAL FOR SMALL BUSINESS SUBCONTRACTING PLAN

When a small business subcontracting plan is required by FAR clause entitled, "SMALL BUSINESS SUBCONTRACTING PLAN", the minimum goal that will be accepted for subcontracting with Small Disadvantaged Business is five percent (5%).

[End of Statement]

#### S-19.1 APPROVAL OF SUBCONTRACTING PLAN

If the Contract Clause in this solicitation entitled "Small Business Subcontracting Plan" or its Alternate I or II applies, no award will be made until the subcontracting plan under the stated clause is approved. See sample Small Business Subcontracting Plan at Appendix A.

[End of Statement]

#### S-36.33 NOTIFICATION TO OFFERORS – ACCESS TO ARMY INSTALLATIONS.

All vehicle operators must be prepared to provide a valid driver's license, vehicle registration, certificate of insurance and current safety inspection to the security guard prior to entry to the Installation. Offerors should anticipate a delay in entering the Installation and allow sufficient time when attending a site visit or pre-proposal conference or hand delivering an offer.

TABLE OF CONTENTS  
SECTION 00600

52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
52.204-3	TAXPAYER IDENTIFICATION (OCT 1998)
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT & OTHER RESPONSIBILITY MATTERS (APR 2001)
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.209-7003	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)
<b>52.219-1 I/II</b>	<b>SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) ALTERNATE II (OCT 2000)</b>
52.219-19	SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)
S-7	IDENTIFICATION OF PARTNERS

Appendix A - Standard Form LLL, Disclosure of Lobbying Activities

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

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

#### 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)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

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

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

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

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

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

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

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

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

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

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

(E) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror

to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

#### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

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

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.  
(End of provision)

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

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

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2001)--ALTERNATE I (OCT 2000) ALTERNATE II (OCT 2000)**

(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) *Representations.* (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

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

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that -

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_\_\_ Individual/concern, other than one of the pre-ceding.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on

**Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.**

**“Veteran-owned small business concern” means a small business concern—**

**(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 per-cent 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) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.**

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

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

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

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

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

**(a) Definition.**

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

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

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

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

expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

\_\_\_ 50 or fewer    \_\_\_ \$1 million or less

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

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

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

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

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

\_\_\_ Over 1,000    \_\_\_ Over \$17 million

(End of provision)

52.222-22    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

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

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

(End of provision)

52.223-13    CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

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

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

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

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

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

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

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

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

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

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

S-7 IDENTIFICATION OF PARTNERS

(Applicable where the offeror has identified itself as a partnership or joint venture.)

The full names of all partners are listed below:

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[End of Statement]

TABLE OF CONTENTS  
SECTION 00700

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
<b>52.202-1</b>	<b>DEFINITIONS (MAY 2001) -- ALTERNATE I (MAY 2001)</b>
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT - RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
52.204-1	APPROVAL OF CONTRACT (DEC 1989)
52.204-4	PRINTING/COPYING DOUBLE-SIDED RECYCLED PAPER (AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVT OF A TERRORIST COUNTRY (MAR 1998)
DB-7	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
52.211-12	LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

52.211-13 TIME EXTENSIONS (SEP 2000)

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

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

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

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

52.215-15 PENSION ADJUSTMENTS & ASSET REVERSIONS (DEC 1998)

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

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

252.215-7000 PRICING ADJUSTMENT (DEC 1991)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

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

52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) - ALTERNATE II (OCT 2000)

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

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS & - REPORTING (OCT 1999)

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

52.222-3 CONVICT LABOR (AUG 1996)

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

52.222-6 DAVIS-BACON ACT (FEB 1995)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

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

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

- 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)
- 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
- 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (FEB 1999)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
- 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
- 252.223-7001 HAZARD WARNING LABELS (DEC 1991)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
- 52.225-11 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
- 52.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
- 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

- 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
- 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 1992)
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)
- 52.232-17 INTEREST (JUN 1996)
- 52.232-23 I ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)**
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
- 52.233-1 DISPUTES (DEC 1998)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-4 PHYSICAL DATA (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)

- 52.236-13 I ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-17 LAYOUT OF WORK (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN (DEC 1991)
- 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (AUG 1987)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
- 52.245-1 PROPERTY RECORDS (APR 1984)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
- 52.248-3 I VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - ALTERNATE I (APR 1984)
- 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -- ALTERNATE I (SEP 1996)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- S-28.10 OFFER GUARANTEE (APR 1984)
- 52.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)**
- 52.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)**
- 52.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)**

Appendix A - State of Hawaii General Decision Number HI010001  
Appendix B - List of Drawings

## SECTION 00700 Contract Clauses

### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

#### 52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAY 2001)

**(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.**

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

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

**(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).**

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

**(f) Nondevelopmental item means--**

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

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

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

**(End of clause)**

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)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

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

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

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

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

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

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

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

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

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

- (1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;
  - (2) On the board of directors of any DoD contractor or first-tier subcontractor;
  - (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
  - (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
  - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
  - (2) Cancellation of the contract at no cost to the Government; or
  - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
  - (2) The nature of the conviction and resultant sentence or punishment imposed;
  - (3) The reasons for the requested waiver; and
  - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.  
(End of clause)

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

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

the Inspector General.

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

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

#### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Commander, Honolulu Engineer District, Corps of Engineers, and shall not be binding until so approved.  
(End of clause)

#### 52.204-4 PRINTING/COPYING 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)

#### 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

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

(a) Definition.

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

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

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

(End of clause)

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

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

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

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

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

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

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

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

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

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) 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 identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

#### DB-7 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

(a) The Contractor shall be required to (1) commence work under this contract within seven (7) calendar days after the date the Contractor receives the Notice to Proceed, (2) prosecute the work diligently, and (3) complete the entire work (design and construction) ready for use not later than the number of calendar days after the Contractor receives the notice to proceed as set forth below:

\_\_\_\_\_  
(To be completed by the Contracting Officer at the time of award)

Government Estimate - 900 calendar days

(b) The time stated for completion shall include final cleanup of the premises.

(c) There will be only one "Notice to Proceed." However, authorization to procure equipment, materials, etc. and starting actual construction of the site and utilities shall be subject to the Government's approval of all site and utility design. Similarly, authorization to start construction of buildings shall be subject to Government approval of the building design. The Government approval for construction shall not be issued until after approval of the Finding Of No Significant Impact (FONSI). It is expected that approval of FONSI will be obtained prior to the Government approval of Site and Utility design. The performance period, as proposed by the Contractor and accepted, if less than the Government's period, shall be the Contract Performance period.

(d) Design shall be completed as proposed.

[End of Statement]

#### 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 \$540.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

#### 52.211-13 TIME EXTENSIONS (SEP 2000)

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 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.

#### 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.

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

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

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

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

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

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

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

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the

Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

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

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

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

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

(End of clause)

#### 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.

#### 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.

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (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) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) 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 procurement from a nonmanufacturer of such 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.

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

(f) 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. (OCT 2000)

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

to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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

(c) *Definitions.* As used in this contract—

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

"Service-disabled veteran-owned small business concern " —

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 2000) ALTERNATE II (OCT 2000)

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

(b) *Definitions.* As used in this clause—

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

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

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

"Master 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, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small

business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

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

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

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

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

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

(vi) 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) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e. g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), 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 PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e. g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) 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, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

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

(10) Assurances that the offeror will—

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

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

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned 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 the instructions on the forms or as provided in agency regulations.

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

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, 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., PRO-Net), guides, and other data that identify small business, 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, 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 HUBZone small business concerns were solicited and, if not, why not;
  - (D) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (E) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (F) 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 organizations.
  - (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, 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, 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, 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, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, 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. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

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

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

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

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. 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)

#### 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)

#### 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 52.222-3 CONVICT LABOR (AUG 1996)

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

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

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

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

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

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

(End of clause)

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

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

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

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

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

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

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any

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

52.222-6 DAVIS-BACON ACT (FEB 1995)

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

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

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

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

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

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

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

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

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

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

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

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

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

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

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

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

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

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

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

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

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

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

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

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on

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

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

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

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

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

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

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds,

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

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

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

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

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

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

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

#### 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

#### 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing

areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

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

#### 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Veteran of the Vietnam era means a person who--

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

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

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

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

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

(viii) Selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The rights of applicants and employees.

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

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

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

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

(End of clause)

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

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

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

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

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

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

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of

any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

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

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

### 52.223-3 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.
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_____	_____
_____	_____
_____	_____

(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)

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

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

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

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#### 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 determine violations of the Federal or State criminal drug statutes.**

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

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

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

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

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

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

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

**(i) The dangers of drug abuse in the workplace;**

**(ii) The Contractor's policy of maintaining a drug-free workplace;**

**(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and**

**(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;**

**(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause ;**

**(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--**

**(i) Abide by the terms of the statement; and**

**(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.**

**(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;**

**(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:**

**(i) Taking appropriate personnel action against such employee, up to and including termination;  
or**

**(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation**

**program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and**

**(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.**

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

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

**(End of clause)**

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

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

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

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

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

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

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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

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

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

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

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

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

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

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)

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

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems

incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

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

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

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

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

Designated country construction material means a construction material that--

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

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

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

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

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

North American Free Trade Agreement country means Canada or Mexico.

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

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

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

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

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: See FAR 25.104 and DFARS 25.104, Nonavailable Articles

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

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

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

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

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

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

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer

services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

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

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

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

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101. to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

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

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

#### 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

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

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

#### 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

#### 52.228-14 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)

52.228-15 Performance and Payment Bonds-- Construction. (July 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 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.

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

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

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

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

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

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

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

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

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

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

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

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

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

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

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

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

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

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

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

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

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

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

#### 52.232-17 INTEREST (JUNE 1996)

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

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

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

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

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

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

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

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

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

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

**(A) The due date for making such payments shall be 14 days after receipt of the payment request**

by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

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

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

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

(iv) Description of work or services performed.

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

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

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

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

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

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

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the

conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

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

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

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

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

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

(ii) The following periods of time will not be included in the determination of an interest penalty:  
(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

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

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

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

(iv) Interest penalties are not required on payment delays due to disagreement between the

Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) For determining the maximum and minimum additional penalties, the test shall be the interest

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

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

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

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

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

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

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

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

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

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

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

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

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory

performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

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

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

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

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

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

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

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

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

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

(i) Make such payment within--

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

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

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

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

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

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

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

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

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

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

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

**(f) Third-party deficiency reports. (1) Withholding from subcontractor.** If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

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

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

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

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

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

**(g) Written notice of subcontractor withholding.** A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

**(1)** The amount to be withheld;

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

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

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

**(i) Prime-subcontractor disputes.** A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be

interpleaded in any judicial or administrative proceeding involving such a dispute.

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

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

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR  
REGISTRATION (MAY 1999)

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

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

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

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

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

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

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

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

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

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

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

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

#### 52.233-1 DISPUTES. (DEC 1998)

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

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

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract

clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

(A) Exceeding \$100,000; or

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

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

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

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

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

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

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

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

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

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

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

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 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.

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

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

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

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

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

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

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

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications

made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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

#### 52.236-4 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 surveys and field investigations.

(b) Weather conditions: Tropical. Data on temperature and rainfall may be obtained from the National Weather Service in Honolulu.

(c) Transportation facilities: The Contractor shall make his own investigation of the condition and availability of public and private roads as well as clearances, restrictions, and load limits of bridges.

(d) Security Requirements. The Contractor shall comply with the industrial security requirements of the Army. Contractor personnel requiring access to the military installation in connection with the contract may be subject to security investigation and shall be admitted to only those parts of the installation or building(s) where their presence is required. While on the job, Contractor employees shall display identification as may be required under the Special Contract Requirements paragraph 'Identification of Employees.' Vehicles operating on the military installation are subject to search by security personnel at any time. Immediately upon receipt of notice to proceed, the Contractor shall furnish to the Contracting Officer the following:

(i) A roster of all employees who will need access to the military installation in connection with the contract. The roster shall be submitted in three copies. If requested in writing by the Contracting Officer, additional personnel data shall also be furnished.

(ii) A list of automotive vehicles which will be used on the military installation in connection with the contract. The list shall include make, year, license number, details of insurance coverage required by the Special Contract Requirements paragraph "Required Insurance", and expiration date of safety inspection decal. The list of automotive vehicles shall be submitted in four copies. The Contractor shall be responsible for vehicle permits issued to him and its subcontractors. When so authorized by the Contracting Officer, the Contractor may coordinate directly with the military police concerning permits for contractor-owned vehicles. Privately-owned vehicles used by Contractor personnel must be registered with the military police by the individual owners.

(End of Clause)  
(R 7-603.25 1965 JAN)

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be

construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

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

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

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

#### 52.236-8 OTHER CONTRACTS (APR 1984)

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

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

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any

limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

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

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

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

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

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

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

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

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

52.236-12 CLEANING UP (APR 1984)

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

52.236-13 ACCIDENT PREVENTION (NOV 1991) – 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 252.236-7001 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: See List of Drawings  
(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.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a

change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

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

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

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

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

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

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

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

#### 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.

#### 52.245-1 PROPERTY RECORDS (APR 1984)

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

#### 52.246-12 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.

#### 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)

#### 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact

(with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

#### 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

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

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

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) - 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 (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The 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 \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(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.)

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.  
(End of clause)

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

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

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

(1) Stop work as specified in the notice.

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

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

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

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

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

(7) Complete performance of the work not terminated.

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

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not

required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

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

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

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

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

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

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

(i) The cost of this work;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 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.

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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

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

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

#### S-28.10 OFFER GUARANTEE (APR 1984)

(a) Failure to furnish an offer guarantee in the proper form and amount, by the time set for receipt of proposals, may be cause for rejection of the offer.

(b) The offeror shall furnish an offer guarantee in the form of a firm commitment, such as a bid bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return offer guarantees, other than bid bonds, (1) to unsuccessful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

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

(End of clause)  
(R 7-2003.25 1964 JUN)

#### 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

**The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The**

**Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.**

**(End of clause)**

**252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT  
(MAR 1979)**

**All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.**

**(End of clause)**

**252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)**

**(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in Hawaii, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.**

**(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.**

**(End of clause)**

## TABLE OF CONTENTS

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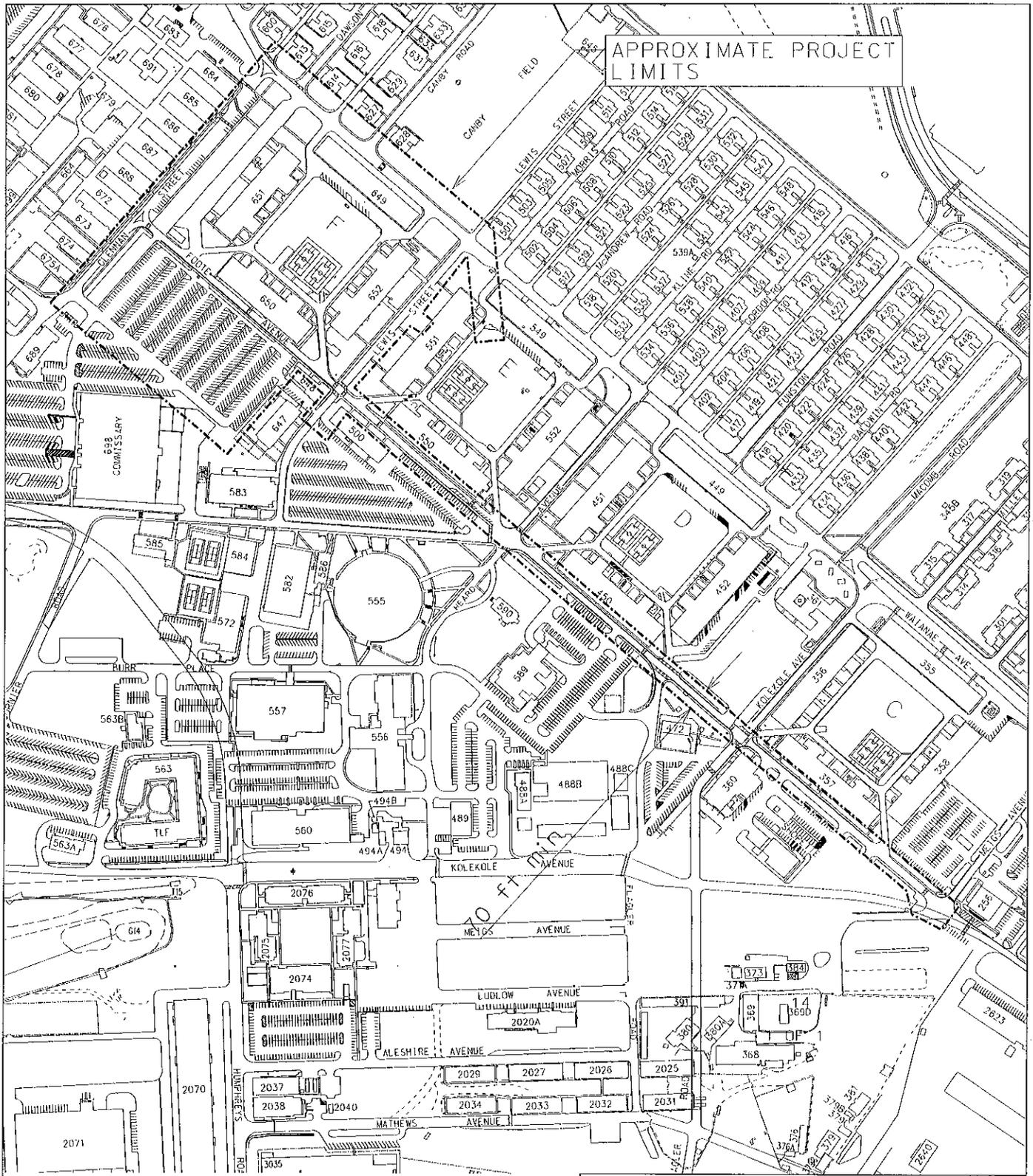
Section 00900	ATTACHMENTS
Attachment 1	Department Of The Army Facilities Standardization Program
Attachment 2	Comprehensive Interior Design
Attachment 3	Sustainable Design Facility Rating Worksheet
Attachment 4	General Site Plan
Attachment 5	Preliminary Soils Investigation Letter Report
Attachment 6	Quad F Fire Alarm Sequences of Operations Matrix
Attachment 7	(NOT USED)
Attachment 8	Typical Gas Trap Detail
Attachment 9	Crosswalk & Stop Line Detail
Attachment 10	TM 5-813-5, Water Supply, Water Distribution
Attachment 11	Municipal Book Store Book List, City and County of Honolulu
Attachment 12	Foote Avenue Typical Road Section
Attachment 13	Tree Protection Zone
Attachment 14	Cable TV Point of Connection
Attachment 15	Exist CATV Equipment For Bldg. 649
Attachment 16	Exist CATV Equipment For Bldg. 650, 651, 652
Attachment 17	Schofield Barracks Master Plan Maps, Draft Report, FY96 OMA Family Housing Master Plan and Infrastructure Study, Army Storm Drainage Infrastructure Study For Schofield Barracks
Attachment 18	Asbestos Survey, Analysis and Report for: Quad F - Buildings 649, 650, 651, and 652, Schofield Barracks, Island of Oahu, Hawaii
	Appendix A, Bldg 649
	Floor Tile Log
	Photo Log
	Chain of Custody Forms & Asbestos Bulk Analysis Forms
	Drawings
	Appendix B, Bldg 650
	Floor tile Log
	Photo Log
	Chain of Custody Forms & Asbestos Bulk Analysis Forms
	Drawings
	Appendix C, Bldg 651
	Floor Tile Log

FY01 Whole Barracks Renewal Phase 4A  
Schofield Barracks, Oahu, Hawaii

	Photo Log
	Chain of Custody Forms & Asbestos Bulk Analysis Forms
	NESHAP Point Count Method Result Forms
	Drawings
	Appendix D, Bldg 652
	Floor Tile Log
	Photo Log
	Chain of Custody Forms & Asbestos Analysis Forms
	Drawings
	Appendix E, Inspector Certificates
	Appendix F, Laboratory Certificates
Attachment 19	Historical Architectural Survey for Significant Features in Quads B, C, D, E, & F and Condition Assessment of Quad F, Schofield Barracks Historic District, Schofield Barracks Military Reservation, Oahu Island, Hawaii (DACA83-cc-C-0040), Draft Report, February 2001
Attachment 20	Draft Supplemental Environmental Assessment for the Renovation of Quads B, C, D, E, and F at Schofield Barracks Military Reservation, Oahu, Hawaii for the Whole Barracks Renewal Program, February 2001
Attachment 21	Technical Guide for Installation Information Infrastructure Architecture (I3A) Implementation, Version 2, 19 May 2000
Attachment 22	Quad F As-Built Drawings
Attachment 23	Miscellaneous Provisions
Attachment 24	Hawaii Information Transfer System - Outside Plant Practices
Attachment 25	Transcript of Preproposal conference Held May 25, 20001 (provided for informational purposes only)
Attachment 26	Questions and Answers for DACA83-01-R-0017

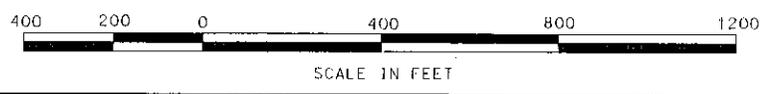
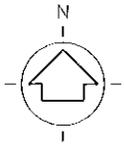
ATTACHMENT 4  
GENERAL SITE PLAN

(Am-0001)



APPROXIMATE PROJECT LIMITS

NOTE: AT THE REQUEST OF THE CONTRACTOR, AN OPEN OPERATIONS OR STORAGE AREA WILL BE MADE AVAILABLE WITHIN THE INSTALLATION. THE EXACT LOCATION OF WHICH WILL BE DETERMINED BY THE GOVERNMENT



FY01 MCA PN 52265 WBR & BUP PN 52266 WBR, PHASE 4A, RENOVATE QUAD F SCHOFIELD BARRACKS, OAHU, HAWAII

GENERAL SITE PLAN  
RENOVATE QUAD F

FEBRUARY 2001

ATTACHMENT 4

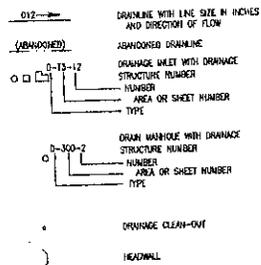
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ATTACHMENT 17

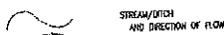
SCHOFIELD BARRACKS MASTER PLAN MAPS, DRAFT REPORT, FY96 OMA FAMILY  
HOUSING MASTER PLAN AND INFRASTRUCTURE STUDY, ARMY STORM  
DRAINAGE INFRASTRUCTURE STUDY FOR SCHOFIELD BARRACKS

# STORM DRAINAGE MAP LEGEND

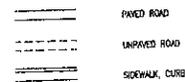
## STORM DRAINAGE SYSTEM



## NATURAL FEATURES



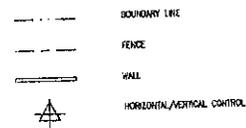
## ROADS, TRAILS



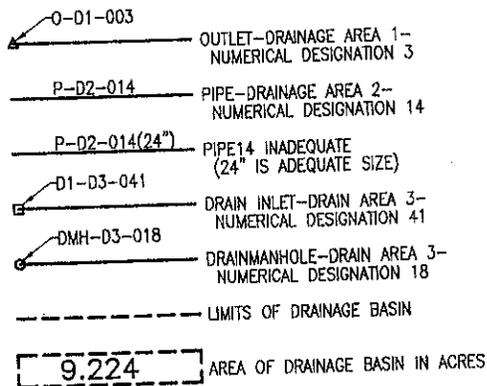
## STRUCTURES



## MAN MADE FEATURES



# STORM DRAINAGE MASTER PLAN LEGEND

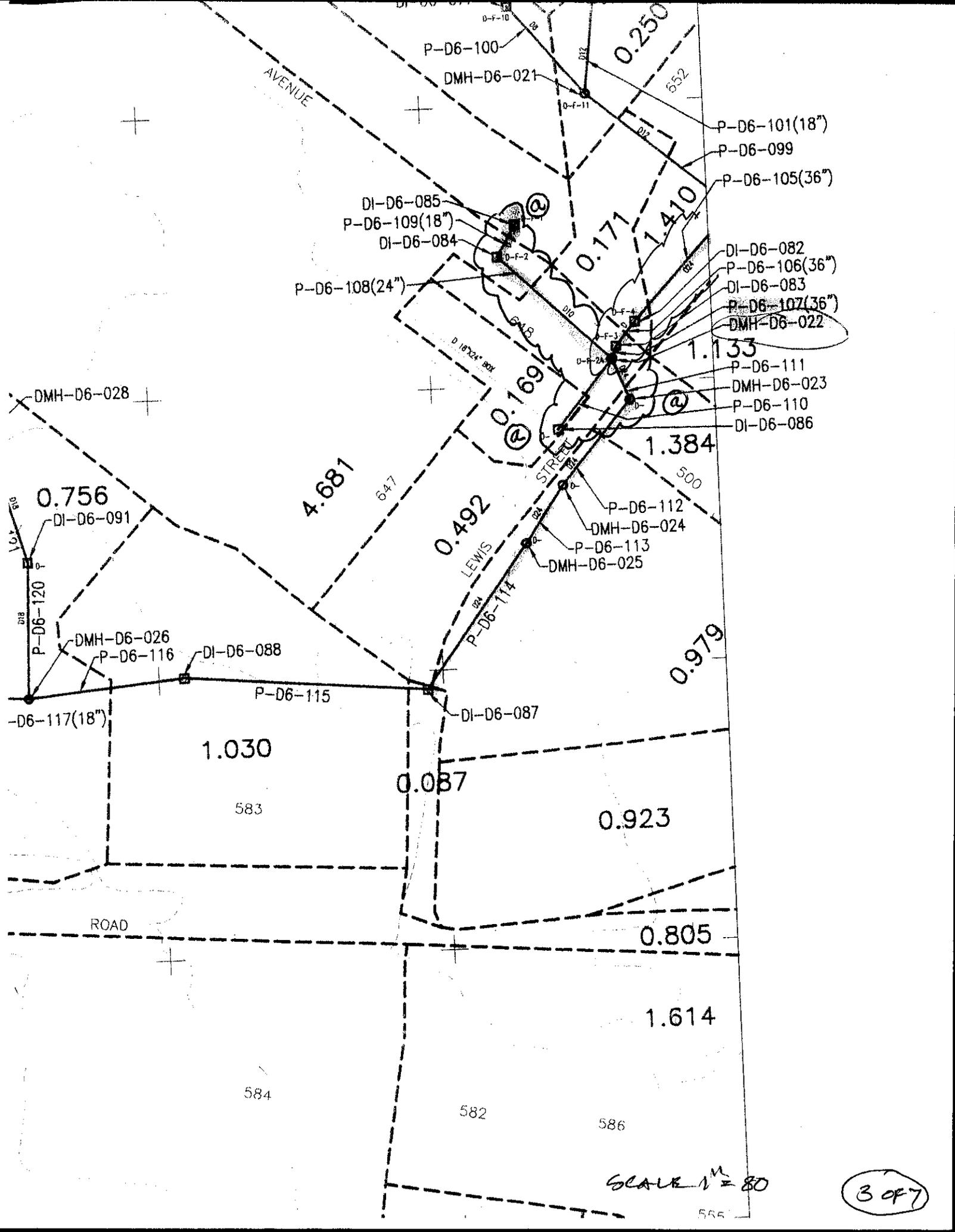


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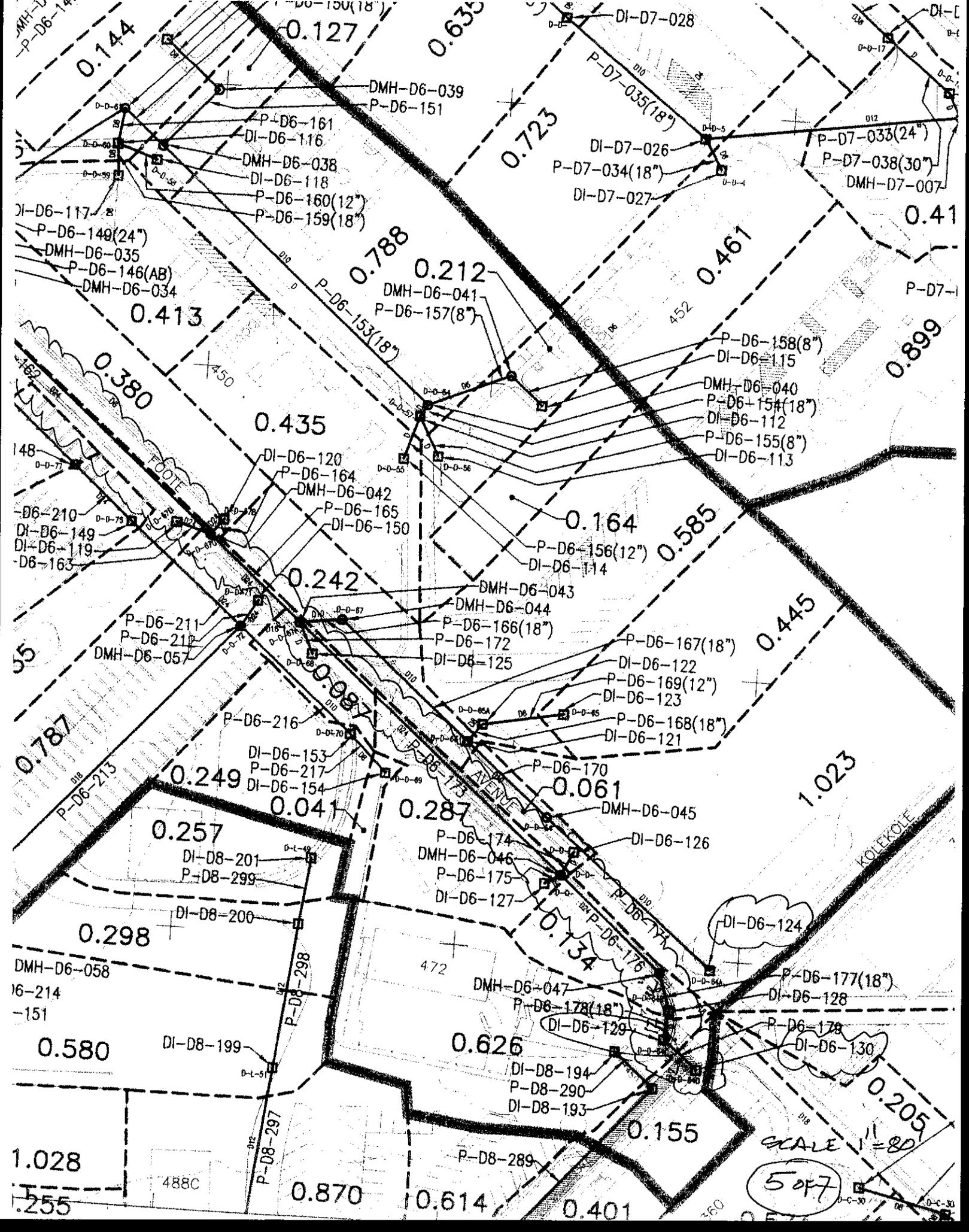
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SCALE 1" = 80'

3 of 7



DMH-D6-14  
P-D6-14

0.144  
0.127  
DMH-D6-039  
P-D6-151  
P-D6-161  
DI-D6-116  
DMH-D6-038  
DI-D6-118  
P-D6-160(12")  
P-D6-159(18")  
DI-D6-117  
P-D6-149(24")  
DMH-D6-035  
P-D6-146(AB)  
DMH-D6-034

0.633  
0.723  
DI-D7-028  
P-D7-035(18")  
DI-D7-026  
P-D7-034(18")  
DI-D7-027  
P-D7-033(24")  
P-D7-038(30")  
DMH-D7-007  
0.41  
P-D7-1

0.413  
0.380  
0.435  
DI-D6-120  
P-D6-164  
DMH-D6-042  
P-D6-165  
DI-D6-150  
-D6-210  
DI-D6-149  
DI-D6-119  
-D6-163

0.212  
DMH-D6-041  
P-D6-157(8")  
P-D6-158(8")  
DI-D6-115  
DMH-D6-040  
P-D6-154(18")  
DI-D6-112  
P-D6-155(8")  
DI-D6-113  
0.164  
0.585  
P-D6-156(12")  
DI-D6-114

0.787  
0.242  
0.097  
P-D6-211  
P-D6-212  
DMH-D6-057  
DI-D6-153  
P-D6-217  
DI-D6-154

DMH-D6-043  
DMH-D6-044  
P-D6-166(18")  
P-D6-172  
DI-D6-125  
P-D6-167(18")  
DI-D6-122  
P-D6-169(12")  
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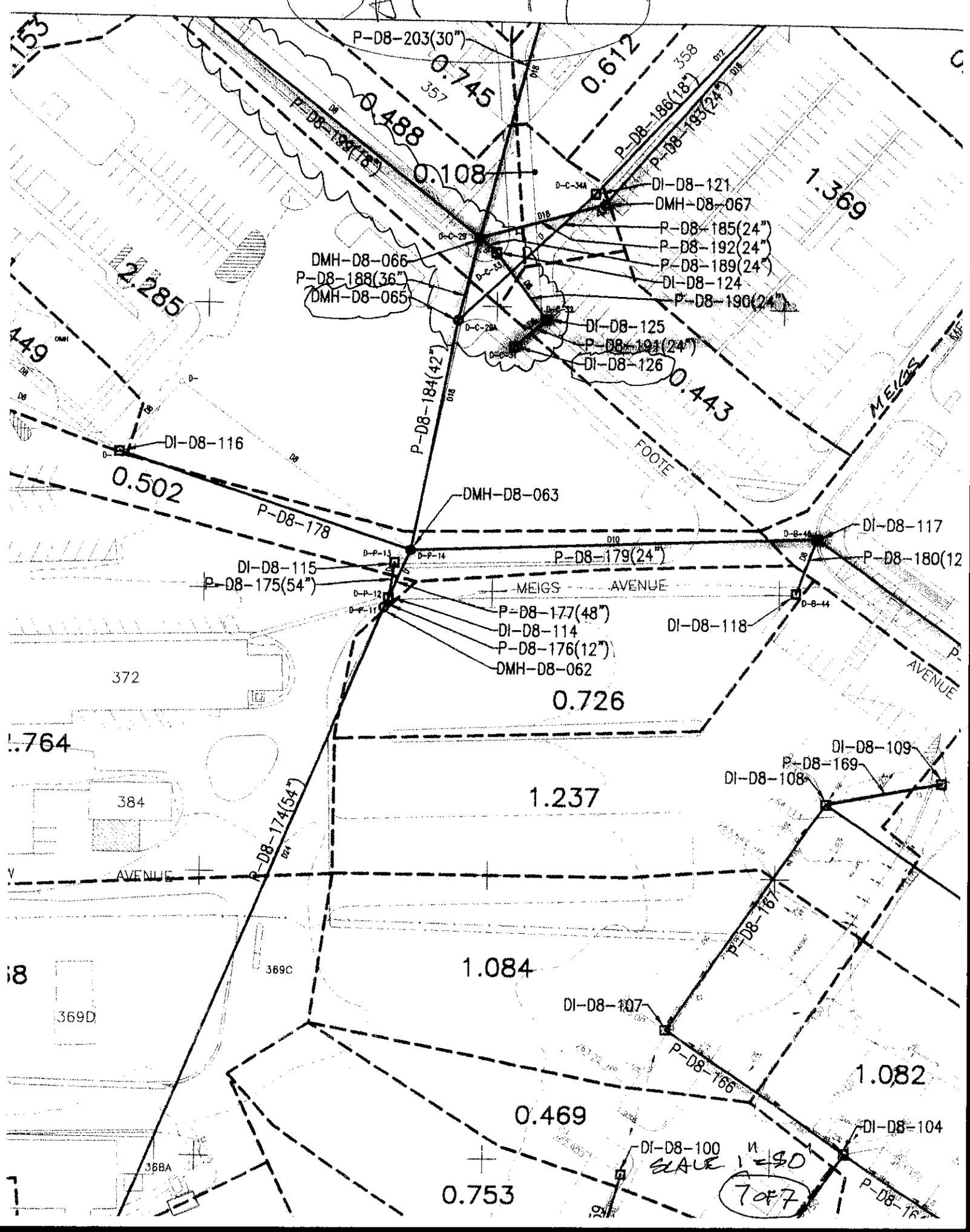
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P-D6-174  
DMH-D6-046  
P-D6-175  
DI-D6-127  
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DI-D6-124  
P-D6-177(18")  
DI-D6-128  
P-D6-178  
DI-D6-130

1.028  
488C  
P-D8-297  
0.870  
0.255

0.626  
DI-D8-194  
P-D8-290  
DI-D8-193  
P-D8-289  
0.614  
0.401  
0.155  
0.205  
SCALE 1"=80'  
5097





P-D8-203(30'')

0.745

0.612

0.488

0.108

P-D8-186(18'')

DI-D8-121  
DMH-D8-067

1.369

P-D8-185(24'')

P-D8-192(24'')

P-D8-189(24'')

DI-D8-124

P-D8-190(24'')

DMH-D8-066  
P-D8-188(36'')

DMH-D8-065

DI-D8-125  
P-D8-191(24'')

DI-D8-126

0.443

P-D8-184(42'')

DMH-D8-063

2.285

0.502

P-D8-178

P-D8-179(24'')

DI-D8-117

P-D8-180(12'')

DI-D8-115  
P-D8-175(54'')

MEIGS AVENUE

DI-D8-118

P-D8-177(48'')

DI-D8-114

P-D8-176(12'')

DMH-D8-062

0.726

1.764

372

384

AVENUE

P-D8-174(54'')

1.237

DI-D8-109

P-D8-169

DI-D8-108

38

369C

1.084

DI-D8-107

P-D8-167

369D

P-D8-166

1.082

0.469

DI-D8-100

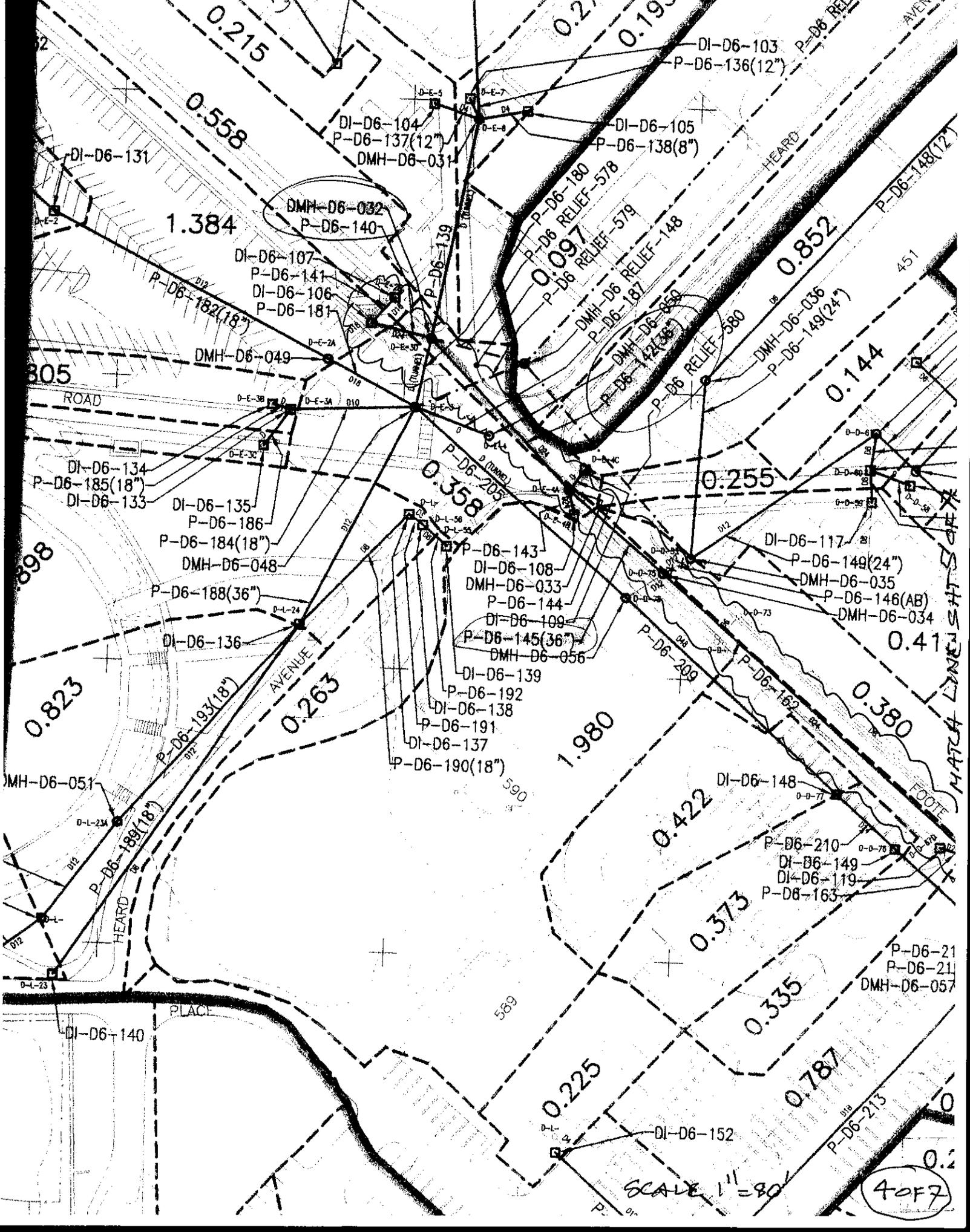
DI-D8-104

368A

0.753

SCALE 1" = 90'

7087



SCALE 1" = 80'

4 OF 7

MATCH LINE SOUTH

FOOTE

10

0.2

ATTACHMENT 23  
MISCELLANEOUS PROVISIONS  
TABLE OF CONTENTS

<u>PARAGRAPH HEADING</u>	<u>PAGE</u>
PROTECTION AND SAFETY	1
PROTECTION OF ENVIRONMENTAL RESOURCES	1
STAKING AND FLAGGING EXISTING UTILITIES	6
GOVERNMENT PROJECT OFFICE	6
PRECONSTRUCTION CONFERENCE	7
OPERATION OR STORAGE AREA	7
WORKING HOURS	8
<del>SUBMISSION OF STATEMENT BY PRIME CONTRACTOR FOR SUBCONTRACT WORK AFTER AWARD</del>	<del>8</del>
DPW - UTILITY RATES FOR PROJECTS	8
VEHICLE PARKING FOR CONTRACTOR AND EMPLOYEES	8

Attachment 23  
MISCELLANEOUS PROVISIONS

PROTECTION AND SAFETY

The Contractor shall take all necessary precautions to insure that no damages to private or public property will result from his operations. Any such damages shall be repaired or replaced by the Contractor in accordance with the SECTION I: CONTRACT CLAUSES entitled "PERMITS AND RESPONSIBILITIES" and "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS", without delay, and at no cost to the Government.

a. Protection of Grassed and Landscaped Areas: Contractor vehicles shall be restricted to paved roadways and driveways. Vehicles shall not be driven or parked on grassed and/or landscaped areas except when absolutely necessary for the performance of the work and approved in advance by the Contracting Officer. Grassed or landscaped areas damaged by the Contractor shall be restored to their original condition without delay and at no cost to the Government.

b. Restoration Work: Existing conditions or areas damaged or disturbed by the Contractor's operations shall be restored to their original condition, or to near original condition as possible, to the satisfaction of the Contracting Officer.

c. Warning Signs and Barricades: The Contractor shall be responsible for posting warning signs or erecting temporary barricades to provide for safe conduct of work and protection of property. The Contractor shall also be responsible for covering, securing, and providing physical barricades to open excavations for safety purposes.

d. Rubbish and Debris: At the end of each working day, the work area shall be maintained free of loose debris and debris that may attract children. Debris stored at the job site shall be placed in dumpsters or other closed containers to prevent distribution by wind.

PROTECTION OF ENVIRONMENTAL RESOURCES

a. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

(1) Protection of Land Resources. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved

within the Contractor's work area. Except in areas specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer.

The contractor is notified that under and immediately around existing buildings, there is a potential for residual amounts of insecticides and rodenticides. In accordance to 40 CFR 261.1 (c), the commercial application of insecticides, if applied on the land for its ordinary and intended purposes, does not constitute hazardous solid waste. Recognizing that the existing construction practices and final disposition of soil may result in human contact with residual insecticides and rodenticides, the following practices shall be accomplished:

(a) Dust control measures shall be enforced throughout areas of demolition activity (Schofield Barracks, Quad "F"Area). A 4.6 m (15 foot) high minimum dust/environmental screen barrier shall be provided where construction activity occurs adjacent to occupied housing and other activities and facilities. Dust barriers shall be equipped with posts and bracing to maintain the barrier in a plumb position. Barrier fabric shall be of sufficient strength to resist wear and tear for the duration of the construction activity. Dust barriers shall be approved by the Contracting Officer.

(b) For any trenching work which is required under or within 10 feet of former building sites, the excavated material shall be redeposited into the original trench as nearly as practicable.

(c) Stockpiling of top-soil shall be avoided. Any excess material derived from the first one foot of surface under or within 10 feet of existing buildings shall be placed, graded, and a minimum of 4 inches of clean imported topsoil shall be deposited. Material which cannot be utilized effectively in grading shall be disposed in usual disposal sites.

(d) In areas formerly occupied by buildings, and which will remain as landscaped areas 4 inches of imported clean topsoil shall be deposited prior to completion of landscaping work.

(2) Disposal of Solid Wastes. Solid wastes (excluding clearing debris) shall be placed in containers which are emptied daily. All handling and disposal shall be conducted to prevent contamination. Dwelling units to be demolished under this contract may contain asbestos materials and lead based paint on substrate. All friable and non-friable asbestos material, such as transite paneling defined in the survey data must be removed prior to general demolition and disposed of in accordance with Federal and State regulatory requirements. LCP on substrate will be disposed thereof accordingly. Refer also to requirements in demolition section of the Statement of Work. Worker respiratory protection and air monitoring pursuant to OSHA 29 CFR 1910.134 Respiratory monitoring Protection Program for ACM and LCP will be required. The Contractor shall engage the services of a certified Industrial Hygienist (CIH) who is certified as an AHERA contractor/supervisor to direct and be responsible for these activities. The CIH shall prepare an asbestos and lead paint work plan that shall provide items such as personal monitoring, area

monitoring, work tasks and personnel protection related to abatement of asbestos prior to building demolition and protection from lead paint exposure during demolition. The plan shall indicate work practices and engineering controls to reduce contamination beyond the work area to below the action level for lead and permissible exposure level for asbestos. All submittals shall be signed by the CIH. Monitoring results shall be provided to the Contracting Officer within three calendar days of their collection. The monitoring results shall provided all information provided in record keeping sections of 29 CFR 1926.61 (exposure assessment) and 29 CFR 1926.1101 (exposure measurements).

The survey data, Asbestos Survey of Real Property Facilities and Asbestos and Lead Survey Family Housing Areas, are available for review at the Programs & Project Management Division, CEPOH-PP-P, Building 230, Room 318.

(3) Disposal of Chemical Waste. Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local laws and regulations.

(4) Preservation and Recovery of Historical, Archeological, and Cultural Resources. Existing historical, archeological, and cultural resources within the Contractor's work area will be so designated by the Contracting Officer if any has been identified. The Contractor shall take precautions to preserve all such resources as they existed at the time they were pointed out to him. The Contractor shall provide and install all protection for these resources so designated and shall be responsible for their preservation during this contract. If during excavation or other construction activities in areas with existing or known resources, as well as in any other work area, any previously unidentified or unanticipated resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. These resources or cultural remains (prehistoric or historic surface or subsurface) include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rocks or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other uses. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer. When so notified, the Contracting Officer will initiate action so that prompt and proper data recovery can be accomplished. In the mean time, recording and preservation of historical and archeological finds during construction activities shall be reported.

(5) Protection of Water Resources.

(a) The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. In particular, toxic or hazardous chemicals shall not be applied to soil or vegetation in a manner that may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

(b) The Contractor shall prepare, coordinate and submit applicable "Notification of Intent" (NOI) including all applicable Best Management Practice plans for coverage of this project under the following State of Hawaii general permits under the NPDES (National Pollutant Discharge Elimination System) where Contractor operations and the project will result in water discharge to State of Hawaii waters: storm water - construction; hydrotesting waters (to include disinfection water); and construction dewatering. Separate NOI submissions are required for the different general permits, and as may be required by the State of Hawaii due to activities at different sites/installations or due to different Military Services control (Army, Navy, Air Force, etc). The Contractor shall prepare and submit all documents and supporting data/analyses/sketches/ drawings required for the NOI's to the Contracting Officer for review and signature by the appropriate Government official. NOI submissions shall indicate future housing projects that are adjacent to this project. The Government has submitted to the State of Hawaii Department of Health the Part I, or basic Notice of Intent application for only the Storm Water-Construction requirements. The Contractor will be required, following award and during the design process to complete the qualitative and a quantitative data requirements, including providing a description of the storm water pollution control plan and monitoring. Contractor shall when directed by the Contracting Officer submit by letter signed NOI documents to the appropriate State of Hawaii Office. The Contracting Officer will provide the Contractor a signed document authorizing the Contractor to submit the same on behalf of the Government as required permits when received directly from the State of Hawaii shall be forwarded to the Contracting Officer and a copy of the same maintained at the Contractor's project field Office. The Contractor shall comply with all supplemental submittal requirements as called for by the Contracting Officer. The Contractor shall schedule, prepare, coordinate and submit required NOI's so that project site work will not be delayed. The Government period for signature of the NOI's and submissions to the State or return to the Contractor for His submission of the State of Hawaii shall be 30 calendar days. The State of Hawaii requirement is submission 90 days prior to start of the applicable construction activity.

(6) Protection of Fish and Wildlife Resources. The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention, along with measures for their protection, will be listed by the Contractor prior to the beginning of construction operations. An Environmental Assessment has been prepared for this area of construction. A copy of it can be obtained from the USACE by calling (808) 438-7038.

(7) Protection of Air Resources. The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of Hawaii Department of Health Administrative Rules, Chapter 59, "Ambient Air Quality Standards", and Chapter 60, "Air Pollution Control", and all Federal emission and performance laws and standards. Monitoring of air quality shall be the

responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor.

(8) Protection From Sound Intrusions. The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. The Contractor shall comply with the provisions of the State of Hawaii Department of Health Administrative Rules, Title 11, Chapter 43, "Community Noise Control for Oahu".

b. The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails 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 time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension.

c. The Contractor shall submit an environmental protection plan to the Contracting Officer for approval. Approval of the environmental protection plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include but not be limited to the following:

(1) A List of Federal, State and Local Laws, Regulations, and Permits concerning environmental protection, pollution control, and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.

(2) Methods for Protection of Features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection; i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological, and cultural resources.

(3) Procedures to be Implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the environmental protection plan.

(4) Location of the solid waste disposal area.

(5) Drawings Showing Locations of any proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

(6) Environmental Monitoring Plans for the job site, including land, water, air, and noise monitoring.

(7) Methods of Protecting surface and ground water during construction activities. De-watering plan shall be submitted as sites require.

(8) Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.

(9) Plans showing the method of protection and placement of such protection to protect occupants of Solomon Elementary School from dust and noise related to construction activities in Area U.

(10) Training for his personnel during the construction period. Training shall not only include that related to predemolition removal of asbestos and protection of lead dust during demolition, but shall also include hazard awareness training for all workers who may work in areas where these hazards may exist but whose work is not directly related to them.

(11) The Contractor shall include as part of the environmental protection plan all applicable "Notification of Intent" providing project coverage under the State of Hawaii NPDES storm water general permits for construction activities (construction, construction dewatering, hydrotesting waters) as required by this contract under "Permits And Responsibilities" of the Special Clauses. All submissions and State of Hawaii responses and approvals shall be included. The Plan shall be updated as necessary and revisions or the updated plan submitted as directed by the Contracting Officer's Representative.

#### STAKING AND FLAGGING EXISTING UTILITIES

The Contractor, prior to the start of any excavation or trenching work, shall verify the location of all utility lines shown on the Request for Proposals (RFP) drawings which are within the areas of work, and shall mark, stake, or flag each utility line along trench alignments and under areas of excavation under this project, as approved. Existing utility lines shall be located by walking trench alignments with calibrated toning equipment for locating underground pipes and cables. Any additional utility lines or cables discovered during the walking of the trench alignments or excavations shall be marked, staked or flagged as above. Prior to start of any excavation or trenching work, the Contractor shall obtain clearance, in writing, from the appropriate communications agency and base or area engineer. Copies of all correspondence shall be provided to the Contracting Officer (for information only). Normal coordination time for obtaining the necessary permits is approximately 15 calendar days. The Contractor shall advise the Contracting Officer promptly when it appears that the normal coordination time will be exceeded.

#### GOVERNMENT PROJECT OFFICE

Schofield Barracks: The Contractor shall provide, for use by Government supervisory and inspection personnel, a job-site office space at Schofield Barracks with a floor area not less than 300 square feet based upon a 10-foot width. This office space may be within the Contractor's project office building if adjacent to the job site and if separated by a solid partition; otherwise a separate facility, adjacent to the job site, shall be provided with windows and screens, electricity (including a minimum of four (4) wall outlets and two (2) ceiling lights), two (2) telephones with separate lines, two (2) desks with drawers, one (1) 3-foot by 7-foot layout table, two (2) chairs, two (2) legal and two (2) letter size four-drawer locking file cabinets, two (2) plan holding racks, air conditioning, and a fire extinguisher. Potable drinking water and temporary toilet facilities shall be made available to Government personnel, not necessarily within the project office, but in close proximity thereof. The cost of utilities including telephone, and operation and maintenance costs of the Government project office shall be borne by the Contractor. The Government will be responsible for its long-distance calls. Upon completion of the project, the project office and furnishings shall be removed and disposed of by the Contractor.

#### PRECONSTRUCTION CONFERENCE

The Contractor shall meet with the Contracting Officer within thirty (30) days after design approvals or as determined by the Contracting Officer to discuss design and construction schedules, and to resolve any procedural questions affecting the administration of the contract. The Contractor shall bring a proposed construction schedule to this meeting. If significant design issues are surfaced, the meeting may be reconvened at POH by the Contracting Officer. The Contractor shall designate his representatives and the limits of their authority. At the completion of this conference, the Contractor shall reduce to writing any questions pertaining to the Contractor and/or mutual understandings as a result of the conference and shall submit the documentation to the Contracting Officer, the general intent being that both parties will be fully apprised of all factors affecting the contract. The Contractor shall also be responsible for taking minutes of the meeting and attaching them to the documentation.

#### OPERATION OR STORAGE AREA

An open operation or storage area at an exact location to be determined by the Government will be available. The Contractor shall be responsible for the security necessary for protection of his equipment and materials and shall maintain the area free of debris. No rusty or unsightly materials shall be used for providing the secure measure and such measure shall be erected in a worklike manner. Upon completion and prior to the final acceptance of the contract work, the Contractor shall restore the area to its original condition. Covered storage will not be provided to the contractor by the Government. The construction/storage area security fence shall have sign on each entrance with the following information:

Contractor's or Government Agency:  
Telephone number (In an emergency):

a. Schofield Barracks: The Contractor's operation and storage area(s) shall be located as shown on Attachment 4, **General**, the drawings or as designated by the Contracting Officer. Contractor shall maintain the area. Grass and weeds in the operations and storage areas and at the fence lines of the project site, as well as storage sites, will be cut and maintained to provide a neat appearance.

WORKING HOURS

All work shall be performed between the hours of 0730 to 1600 HST, Monday through Friday. No work shall be accomplished on Saturdays, Sundays, and the following holidays: New Year's Day, Dr. Martin Luther King Jr.'s Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Discoverers' Day, Veterans' Day, Thanksgiving Day and during the period between and including 24 December and 2 January, without written permission from the Contracting Officer; such written permission shall be maintained at the job site at all times during which it is required.

~~SUBMISSION OF STATEMENT BY PRIME CONTRACTOR FOR  
SUBCONTRACT WORK AFTER AWARD.~~

~~The form submittal listed under LIST OF ATTACHMENTS, will be used after award in conjunction with CONTRACT CLAUSES, Contract Clause Number 29. DFARS 252/219-7003 - Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts).~~

DPW - UTILITY RATES FOR PROJECTS

The fees for utility use by contractors shall be as follows:

- (1) Elec Rate - \$0.11180/KWH
- (2) Water Rate - \$2.32 per 1,000 gallons
- (3) Sewer Rate - \$4.74 per 1,000 gallons

VEHICLE PARKING FOR CONTRACTOR AND EMPLOYEES

Parking within Quad F area is limited. Parking for vehicles owned by the contractor, subcontractor(s) and employees will be limited to within the project limits.

END OF SECTION

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ARMY CORPS OF ENGINEERS  
FY01 MCA PN 52265 and BUP 52266  
WHOLE BARRACKS RENEWAL, PHASE 4A  
PRE-PROPOSAL CONFERENCE

\* \* \* \*

Held at Army Corps of Engineers, Building 230,  
Fort Shafter, Hawai'i, commencing 1:10 p.m. on Friday,  
25 May 2001.

Reported by Holly M. Hackett, RPR/CSR #130  
Certified Shorthand Reporter

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A P P E A R A N C E S

Corps of Engineers

David Lindsey - Outgoing Project Manager

Gordon Kuioka - Incoming Project Manager

Lynn Arakaki - Contract Specialist

Lorrie Kaneshige - Cost Engineer

Len Furukawa - CEPOH-EC-D

David Okada - CEPOH-EC-D

Bob Tom - CEPOH-EC-D

Clayton Sorayama - CEPOH-EC-D

Roy T. Fujinaka - CEPOH-EC-CS

Ray Kong - Corps of Engineers

Robin Au - Counsel

---000---

Robert Moon - Dick Pacific

Edna Sakai - Ocean House Builders

Wil Ideue - Dick Pacific

Jason Pang - Dick Pacific

Robert Donle - Nordic/Caddel JV

Hank Rinnert - M. Jones Construction

Patrick Shin - Ocean House Builders

1 MR. KUIOKA: Okay. This is the pre-proposal  
2 conference for RFP No. DACA 8301R0017. Everybody in the right  
3 place? Okay, good.

4 The purpose of this meeting is really an informal  
5 discussion to answer your questions, any immediate questions you  
6 have. If you have any questions that you need formally answered  
7 in writing, we need your questions provided in writing. So we  
8 wanted to make you aware of that.

9 The idea behind this conference is to give you a general  
10 feel for the direction this project is taking so as not to slow  
11 you up.

12 We have a court reporter who is going to transcribe  
13 everything said here. And everybody is going to receive a  
14 transcription of the discussion of the project. What I'd like  
15 to do, start off with having everybody identify themselves so we  
16 know who's here and who's speaking.

17 Why don't we start off with our government folks here.

18 MR. FURUKAWA: Okay. Len Furukawa. I'm with the  
19 Corps of Engineers Construction Services section.

20 MR. KUIOKA: I'm Gordon Kuioka. I'm the incoming  
21 project manager following the outgoing project manager here,  
22 Dave Lindsey.

23 MR. LINDSEY: My name is David Lindsey. I am the  
24 outgoing project manager for this job.

25 MR. KUIOKA: That smiling guy.

1 MS. ARAKAKI: I'm Lynn Arakaki, the contract  
2 specialist for the solicitation.

3 MR. UYENO: I'm Russell Uyeno, architect for the  
4 RFP, I guess.

5 MR. OKADA: I'm David Okada. I'm the civil  
6 engineer for the RFP.

7 MR. TOM: Bob Tom. I'm the structural engineer  
8 with the Corps.

9 MS. KANESHIGE: Lorrie Kaneshige. I'm the cost  
10 engineer for the RFP.

11 MR. KONG: Ray Kong. Technical engineer for this  
12 RFP.

13 MS. AU: I'm Robin Au. I'm with, counsel with the  
14 Corps of Engineers.

15 MR. KOZUMA: Erick Kozuma, mechanical engineer  
16 for the RFP.

17 MR. SORAYAMA: Clayton Sorayama, electrical  
18 engineer with the Corps of Engineers.

19 MR. IDEUE: Wil Ideue with Dick Pacific.

20 MR. MOON: Robert Moon with Dick Pacific.

21 MR. PANG: I'm Jason Pang with Dick Pacific.

22 MS. SAKAI: Edna Sakai with Ocean House Builders.

23 MR. DONLE: Robert Donle with Nordic  
24 Construction.

25 MR. FUJINAKA: Roy Fujinaka with the Corps of

1 Engineers Schofield Barracks Resident Office.

2 MR. RINNERT: Hank Rinnert with J.A. Jones  
3 Construction.

4 MR. SHIN: Patrick Shin with Ocean House.

5 MR. KUIOKA: Okay. I think a good idea would be  
6 to have anybody with a question or comment raise their hand  
7 before speaking and identify themselves also, just so we know  
8 who asked the question.

9 I think we should start off with maybe having Dave Lindsey  
10 provide some background on the project, and we'll follow up with  
11 maybe some more information on the solicitation portion.

12 MR. LINDSEY: What I want to do is just give you  
13 a brief description of what the project entails. I think most  
14 of you went to the site visit this morning. But what's involved  
15 is the renovation of four buildings within Quad F.

16 What the renovations include are, I guess, improving two of  
17 the buildings to make all of those barracks. And we're looking  
18 at, I think, 300 spaces in those buildings.

19 The other two buildings, 649 and 650 are for admin spaces.  
20 Those admin spaces contain, I guess, company op facilities.  
21 There's some arms vaults, and headquarters buildings.

22 I guess what we're trying to do is renovate those buildings  
23 to, I guess, what we call standard designs in the whole barracks  
24 program. So within that RFP that you folks have there are, I  
25 guess, the criteria that you need to follow in trying to fit

1 into those buildings.

2 There is some site improvement and it's described in the  
3 RFP also. But in general I guess we're looking at total  
4 renovation of those facilities. That's about all I have.

5 I want to introduce Lynn. And she can go over, maybe, some  
6 general comments on the RFP requirements.

7 MS. ARAKAKI: Okay. I'll go over provision  
8 52215-1 which is Instructions to Offerers, Competitive  
9 Acquisition. "Offerers shall acknowledge receipt of any  
10 amendment to the solicitation. The government intends to award  
11 a contract resulting from the solicitation to the responsible  
12 offerer whose proposal represents the best value.

13 "The government intends to evaluate proposals and award a  
14 contract without discussion. Therefore the offerer's initial  
15 proposal should contain the offerer's best terms from a cost or  
16 price and technical standpoint.

17 "The government reserves the right to conduct discussions  
18 if contracting officer later determines them to be necessary."

19 Another section that I'd like to go over is Section 120  
20 which is titled Evaluation Factors for Award and Proposal  
21 Submission Requirements.

22 Paragraph 1 addresses how the proposals will be evaluated.  
23 The next paragraph provides submission requirements for the  
24 technical proposals and the price proposals. Paragraph 3  
25 provides the relative weights for each of the evaluation factors

1 and subfactors.

2 And the last paragraph provides the evaluation factors and  
3 the subfactors and the submission requirements for each factor  
4 and subfactor.

5 I guess, like Gordon went over, I'd like to reiterate that  
6 all questions need to be submitted in writing with your  
7 company's name, address, phone number and a point of contact.

8 The questions and answers will be provided to all plan  
9 holders via an amendment. Any answer, clarification or  
10 explanation provided at this conference will not qualify or  
11 change the terms of the solicitation unless it's amended.

12 That's all I have.

13 MR. KUIOKA: One thing I did want to add, I don't  
14 know if everybody realizes, this project is on a fast track. It  
15 has to be done really quickly. If you, for whatever questions  
16 you provide in writing to us today, our goal is to get you a  
17 response through an amendment by next Friday, within a week.

18 So if you have any immediate questions, anything you can  
19 think of please make sure you get them in today. We can also  
20 receive questions through fax. I think the policy has been that  
21 the fax go to our contracting office, Lynn's fax number. I  
22 think it's provided in the RFP.

23 MS. ARAKAKI: It's 438-8588. That's my fax  
24 number.

25 MR. KUIOKA: As Lynn mentioned, every -- the

1 responses to all of your questions come in the form of an  
2 amendment. So what we hope to do is gather up bunches of  
3 questions and issue amendments as we are able to get answers.

4 So are there any other comments from the government side?

5 (No response.)

6 MR. KUIOKA: What I'd like to do now then is open  
7 the discussion up to oral questions. If anybody has any  
8 questions, you're free to ask them right now.

9 MR. MOON: Bob Moon with Dick Pacific. If we  
10 want to make arrangements for site visits, additional site  
11 visits how do we do that?

12 MR. LINDSEY: I think as far as scheduling the  
13 site visits what we're going to try and do is open the  
14 facilities up maybe one time a week. So I'm in the process of  
15 coordinating with the Schofield Barracks Resident Office to give  
16 you folks access to those facilities.

17 And what's going to happen is we'll put an announcement of  
18 when the facilities will be open one day during the week. So  
19 that'll come up shortly.

20 MR. MOON: Thank you.

21 MR. SHIN: The place is locked all the time?

22 MR. LINDSEY: It should be locked, yes. It's  
23 supposed to be locked.

24 MR. KUIOKA: Any other questions?

25 MR. RINNERT: I haven't really seen the

1 solicitation, but today I saw a lot of asbestos laying around up  
2 there. Is that going to be as is?

3 MR. KUIOKA: I had heard arrangements were being  
4 made to have DPW remove it.

5 MR. LINDSEY: Some of the asbestos that you folks  
6 have seen in the bags will be removed by DPW. We do have  
7 another action right now which will clean up a little bit more  
8 of the asbestos.

9 And I can provide, maybe, a little bit better description  
10 in writing to you folks what's going to exactly be done.

11 MR. SHIN: So building's going to be asbestos  
12 free once we take over the building?

13 MR. LINDSEY: Not entirely. Things such as VAT  
14 you folks would be responsible for dealing with that when you do  
15 your renovation work, those types of things. But all of the  
16 friable asbestos should be removed.

17 MR. SHIN: But the survey sheet won't be  
18 available to us, right?

19 MR. LINDSEY: In the RFP right now there is a  
20 report, asbestos report that identifies all of the friable  
21 asbestos within the building. It gives all the sample  
22 locations, where samples were taken. What we're trying to do  
23 now is take care of all the identified friable asbestos.

24 MR. SHIN: That's still there in the building.

25 MR. LINDSEY: Yes.

1 MR. KUIOKA: Any technical questions, we have  
2 Corps representatives from various disciplines that might be  
3 able to help you right now if you have any questions.

4 MR. SHIN: So the asbestos we have to remove?

5 MR. LINDSEY: Some, anything that is incidental  
6 to your renovation work like VAT, those types of things. We're  
7 not going to make the building asbestos free. So I would refer  
8 you now to the RFP and the survey report in that document.

9 MR. KUIOKA: Anybody else? This was quick.

10 MR. SHIN: There's no page limitation on the  
11 proposal?

12 MS. ARAKAKI: No, there is not.

13 MR. SHIN: Who's going to be on the selection  
14 board?

15 MR. KUIOKA: We haven't --

16 MR. SHIN: -- decided yet?

17 MR. KUIOKA: -- put the selection board together  
18 yet.

19 MR. SHIN: People from the customer?

20 MR. LINDSEY: Generally we include one person  
21 from the customer and we include various individuals within POH.

22 MR. KUIOKA: Any other questions, technical,  
23 solicitation, anything at all?

24 MR. LINDSEY: General information?

25 MR. KUIOKA: We got the room for two hours. Ask

1 questions.

2 (Laughter)

3 MR. SHIN: Can we get some more time?

4 MR. KUIOKA: To ask questions?

5 MR. SHIN: No, no.

6 (Laughter)

7 MR. SHIN: I mean months to prepare this kind of  
8 overwhelming. Usually the government took how long to prepare  
9 the package? Pretty long, huh? We have to almost come up with  
10 more than that information. So it's kind of...

11 MR. KUIOKA: I think earlier we had mentioned the  
12 overriding goal was to award before the end of September.  
13 Depending on the kind of information you need we'll look at  
14 adjusting dates in between. But it's a pretty tight schedule  
15 already. So we'll take a look at that.

16 MR. RINNERT: Again, I haven't looked at the  
17 solicitation. But in the design requirement is it just 255, 254  
18 from the A and E or is there some design requirement to  
19 submittal?

20 MR. LINDSEY: There is some design required in  
21 the sense that I think we ask for, like a functional layout of  
22 the spaces within each of the buildings.

23 Most of the proposal requirements are narrative in nature  
24 because we have such a short timeframe to get things in. But  
25 it's all described in the proposal what the requirements are. I

1 think it's relatively straight forward.

2 MR. RINNERT: So a narrative design, maybe a  
3 couple sketches?

4 MR. LINDSEY: Yeah, anything that you feel would  
5 help your proposal is recommended.

6 MR. KUIOKA: Is that it? Last chance.

7 MR. IDEUE: Wil Ideue with Dick Pacific. This  
8 project is a historical preservation project?

9 MR. LINDSEY: The buildings are historical, yes.

10 MR. IDEUE: I haven't seen the solicitation, but  
11 is there a requirement to have a person on board?

12 MR. LINDSEY: Yes. In the solicitation there is  
13 a study in one of the attachments that addresses the historical  
14 nature of the building. And it provides you, it's a draft  
15 document that provides some guidelines with what you can and  
16 cannot do with the facility.

17 So I think when you have the RFP and review it you should  
18 really take a look at that attachment.

19 MR. IDEUE: You have a person on board, right,  
20 for historical. Can we have his name and phone number?

21 MR. LINDSEY: The person that worked on the  
22 historical is Kanelei Shun. And I don't have his number offhand  
23 but I can get that to you.

24 MR. SHIN: From the Corps or DPW?

25 MR. LINDSEY: He's with the Corps.

1 MR. SHIN: Historical specialist?

2 MR. LINDSEY: Yes. He coordinates the historical  
3 requirements with DPW.

4 MR. SHIN: What was the person's name?

5 MR. LINDSEY: Kanelei Shun.

6 S-h-u-n. He's with our environmental branch.

7 MR. SORAYAMA: David, if these guys have questions  
8 they have to go through --

9 MR. LINDSEY: Yes.

10 MR. SORAYAMA -- Lynn, right?

11 MR. LINDSEY: Make sure all your questions go  
12 through Lynn.

13 MR. SORAYAMA: Because until you get awarded the  
14 contract you cannot gain advantage by calling Kanelei directly.

15 MR. LINDSEY: Right.

16 MR. SORAYAMA: Make sure that is enforced.

17 MR. KUIOKA: Yeah, all questions, written  
18 questions for which you expect formal answers have to go through  
19 Lynn Arakaki.

20 MR. LINDSEY: You guys have any more questions?  
21 Any other questions?

22 MR. KUIOKA: I guess that's it. The meeting is  
23 adjourned.

24 MR. LINDSEY: Thanks for coming by.

25 (1:25 p.m. proceedings concluded.)

## C E R T I F I C A T E

1  
2  
3 I, HOLLY HACKETT, R.P.R., C.S.R. in and for the State of  
4 Hawai'i, do hereby certify;

5 That I was acting as shorthand reporter in the foregoing  
6 matter on the 25th day of May, 2001;

7 That the proceedings were taken down in computerized  
8 machine shorthand by me and were thereafter reduced to print  
9 under my supervision; that the foregoing represents,  
10 to the best of my ability, a correct transcript of the  
11 proceedings had in the foregoing matter.

12 I further certify that I am not counsel for any of the  
13 parties hereto, nor in any way interested in the outcome of the  
14 cause named in the caption.

15 DATED: 6/4/01

16 Holly M. Hackett  
17 HOLLY M. HACKETT, R.P.R., C.S.R. #130  
18 Certified Shorthand Reporter  
19  
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23  
24  
25

## Questions and Answers for DACA83-01-R-0017

### Dick Pacific Construction, Jun 1:

Q1. RFP Reference Paragraph/Page: S-2/00100-11

Subject Matter: Asbestos Abatement

Please define the extent of asbestos abatement indicated in the paragraph below.

S-2 ASBESTOS ABATEMENT (AUG 1996)

Asbestos abatement is part of the scope of work for the proposed contract. Refer to paragraphs entitled, "ASBESTOS---(OCCUPATIONAL HEALTH AND ENVIRONMENTAL)" in Section 00800 and applicable sections of the technical specifications and drawings.

Will the ongoing contract completely remove all of the asbestos in the building?

A1. The ongoing contract will not make the buildings asbestos free, but rather, the intent is to remove all friable asbestos that would affect performance of the design-build contract.

Asbestos containing material such as plaster on walls and ACT flooring are not being removed.

Q2. RFP Reference Paragraph/Page: Spec. Section 01011 paragraph

1.1.1, 2.2.2, 3.2.2, 4.2.2, and 5.1.2.

Subject Matter: Limitations of the budget

We would like to get some information on the budget for the various components of the project.

In the paragraphs for the design requirements for the UEPH, Brigade Headquarters, Battalion Headquarters, Company operations facility, and Dining facility one of the five distinctive concerns for design was "economics (the limitations of the budget)".

We would like to get further information on what the limits to the budgets are so that we can design to them.

A2. Response to be provided in future amendment.

Q3. RFP Reference Paragraph/Page: Spec. Section 01011 page 1-1

Subject Matter: Mix of 2 person and shared bathrooms.

Is there a minimum or maximum amount of two person or private bathrooms described in paragraph 01011.1.2.

A3. NO, THERE ARE NO MINIMUM OR MAXIMUM NUMBER OR AREA REQUIREMENTS FOR BATHROOMS.

Q4. RFP Reference Paragraph/Page: 01010.1.2.6.1.2 page 1-3

Subject Matter: Have the results of the Anti Terrorist/Force protection study been published yet? We would like to get a copy as soon as possible to determine the scope of work for the AT/FP.

A4. IT IS ANTICIPATED THE AT/FP STUDY WILL BE AVAILABLE BY 2 JULY 2001.

### Dick Pacific Construction, Jun 4:

Q5. RFP Reference Paragraph/Page: 01011.3.3.1 (page 3-2)

Subject Matter: ADA Compliance for Battalion Headquarters classrooms at the Third Floor of Building 650.

3.3.1 Battalion Headquarters will be designed for physically handicapped individuals. This facility will be located on the third floor of Building 652. This project requires compliance with the current version of ADAAG (ADA Accessibility Guidelines) only as issued by the Access

Board under 36 CFR Part 1191 and excludes the full ADA implementing rules issued by the Department of Transportation and Department of Justice.

a. The paragraph quoted above refers to the battalion headquarters located in Building 652. Please verify that the headquarters is located in building 649 per table 1-1 in paragraph 01010.

b. There are several Battalion Headquarters Classrooms located on the third floor of Building 650. Do these classrooms need to comply with the ADA requirements?

A5. YES, CLASSROOMS NEED TO COMPLY WITH ADA REQUIREMENTS.

SECT 01011 PARA 3.2.3.3 (pg 3-1) states: "Handicapped accessibility will be provided for the classrooms."

**Dick Pacific Construction, Jun 6:**

Q6. RFP Reference Paragraph/Page: 01010 paragraph 1.3.2 and 3.3.1

Conflict in specs regarding the ceilings in the living units. One calls for plaster ceilings or texture on concrete whereas other talks about gypsum drywall. Please clarify which is required.

1.3.2 Ceilings. Textured ceilings on exposed concrete or plaster ceilings will be provided in the sleeping/living rooms. Suspended acoustical tile ceilings will not be provided in the sleeping/living rooms.

Interior Finishes.

3.3.1 Walls and ceilings. Provide 13 mm (1/2-inches) gypsum wallboard, taped and slightly textured finished. Water-resistant wallboard shall be used in wet areas such as bathroom and laundry rooms, and cementitious backer board shall be used for ceramic tile applications.

Textured ceiling finish may be provided in areas other than laundry or bathrooms. Interior finish on walls and ceilings shall be in accordance with NFPA 101. Provide access to maintain and service equipment above the ceiling.

A6. Plaster ceilings are not required in the living units. Section 01011 Para 1.3.2. Ceilings will be revised.

Q7. RFP Reference Paragraph/Page: Drawing R-2

The drawings indicate "service areas" in Bldg 650 where the existing toilets protrude at right angles to the building. Do these remain as toilets.

A7. No, these do not remain as toilets. We are providing bathrooms shared by no more than 2 soldiers in their living/sleeping modules. These areas should contain everything except the soldiers living/sleeping modules.

Q8. RFP Reference Paragraph/Page: 01010.3.2.3

Please verify if thermal insulation is required on the existing concrete walls.

A8. Follow the RFP. Designer is responsible to comply with energy expenditure requirements of TI 800-01. If designer decides to provide insulation to lower energy expenditure, then the insulation must meet the requirements of Section 1010-3.2.3. No changes are required to the RFP as a result of this question.

Q9. RFP Reference Paragraph/Page: 01010.12.3.1 and paragraph 2.7.7

Part of the RFP narrative requirements is to indicate if the existing water distribution system ins (sic) adequate. Paragraph 2.7.7 indicated that the pressure will need to be verified after the award. Is there any available date now to indicate if the pressure at the existing quad F is adequate? We would like to determine if a fire pump is required for the sprinkler system.

12.3.1 Design narrative and design calculations for the water supply and wastewater systems relating to this project. Include an analysis of the existing water distribution system capability to supply sufficient quantity at adequate pressures for fire protection. If the existing water distribution system is inadequate, provide the design solution to augment the water supply to meet the fire protection requirements.

2.7.7 Hydrant Flow Test Data. The following flow test data are provide for offeror's use to evaluate available water supply and design water systems: (Note that after award of D-B contract, the contractor is responsible for verify the pressure and flow capacity of the system. Any subsequent hydrant flow tests shall be conducted with the Schofield clear well pumps off. POC for Schofield Barracks, Water Plant is Wade Nakai, 655-2510.)

A9. The hydrant data provided should be used by each proposer to evaluate available flow and pressure. The fire sprinkler designer should use this data to do preliminary calculations and determine if the existing water distribution system is adequate to supply fire protection or if a fire booster pump is required. Proposers should also refer to paragraph 9. Fire Protection, for design/construction requirements.

Q10. RFP Reference Paragraph/Page 01010.2.4.2.2

Please provide additional information on the Gear Wash facility prior to the bid, to allow so that we can determine what the budget for the facility will be. Minor coordination can be done after the award but we will need more information to determine the major costs for the facility.

1.2.5.1 Covered Gear Wash/Recreational Area. A new covered gear wash and recreation facility shall be constructed within the quadrangle courtyard. The primary function of the facility is to provide an area for washing and cleaning soldier personal gear (TA-50). This facility will also co-function as an outdoor recreational area for social gatherings. The recreational area shall include built-in barbecue pits, sink, and tables to accommodate one (1) Company sized gathering. A Company Operation Facility standard design is included in this solicitation as a reference to adapt. Designs will be based on the gear wash functional area requirements of the design standard.

2.4.2.2 Size. The approximate size of the facility indicated on the RFP drawing is intended for budgeting purposed only. Designer shall coordinate with the government after award to determine the overall facility size.

7.1 Covered Gear Wash/Recreational Area.

The standard design package for Large Company Operations Facilities (COF), which includes functional area requirements for a gear wash area should be used to develop the gear wash area requirements. This facility will also be designed for joint usage as a covered recreational area for social gatherings. The recreational area shall be sized to include picnic table seating for 50 to 60 people, 2 built-in barbeque pits, 1-sink, lighting and electrical outlets.

A10. Additional information is found in paragraph "1.2.5.1. Covered Gear Wash/Recreational Area. A new covered gear wash and recreation facility shall be constructed within the quadrangle courtyard. The primary function of the facility is to provide an area for washing and cleaning soldier personal gear (TA-50). This facility will also co-function as an outdoor recreational area for social gatherings. The recreational area shall include built-in barbecue pits, sink, and tables to accommodate one (1) Company sized gathering. A Company Operations Facility standard design is included in this solicitation as a reference to adapt. Designs will be based on the gear wash functional area requirements of the design standard."

This paragraph will be amended to include at the end of the above paragraph: In addition to the exterior covered gear wash/recreational area, provide a gear wash area on the ground floors of Buildings 651 and 652. The gear wash area is to be used by the soldiers after field training to clean their gear and foot wear before returning to their rooms. Provide well illuminated and

ventilated gear wash areas with multiple hose bibs, drains with sedimentation catch basins, and drying racks."

**Dick Pacific Construction, Jun 7:**

Q11. RFP Reference Paragraph/Page: 00120.4.1.1.1 (page 00120-9)

4.4.1.1.1 Submission Requirements for Evaluation Subfactor 4.1.1

-Identify the key managerial and technical home office and on-site personnel who will be assigned to work under the contract.

-For each person so identified, provide a resume or other information that describes his or her qualifications for the job(s) that the person will be performing, including any special skills or experiences deemed worthy of note.

-Describe each person's familiarity with U. S. Government design and construction procedures, including Contractor Quality Control (CQC) procedures, if applicable to the position the person is to hold within the design build team organization.

-For all named, proposed subconsultants/subcontractors, provide the same information as required in the preceding paragraphs for the subconsultants/subcontractors' proposed key managerial and technical home office and on-site personnel. Regardless of the percentage of the work they may undertake, this evaluation factor applies to the entire design build team assembled to execute this project.

In the paragraph referenced above, please clarify the following information:

- a. Please clarify if "subconsultants/subcontractors" refers to only the design team or if it also refers to the (trade) subcontractors as well.
- b. Is the SF 254 or SF 255 the desired format for the consultants to provide this information? It is an industry standard and provides a lot of additional information that may be desirable (see question below).
- c. If information on the subcontractors were also desired, providing information for all subcontractors "regardless of the percentage of work" would be impractical. Can specific trades be identified to address rather than "all subcontractors"?

A11.a. This refers to all subcontractors, design as well as trade.

b. The SF 254 or SF 255 are not the desired format for the consultants. Evaluation Subfactor 4.1.1 shall be addressed in accordance with the submission requirements identified in paragraph 4.4.1.1.1.

c. The requirement remains applicable to all subcontractors, as stated. This is necessary to allow complete evaluation of all proposals.

Q12. RFP Reference Paragraph/Page: 00120.4.1 & 4.2 (page 00120-6)

Is any information on the subconsultants/subcontractors (as defined above) required for Factor 1 (Past Performance) or Factor 2 (Experience)?

A12. If the offeror proposes to subcontract part of the work, information is required for the proposed subcontractors for Evaluation Factors 1 and 2. See Section 00120, Attachment 2, paragraph 7 and Attachment 3, paragraph 6.

**Caddell Construction Co., Inc., Jun 8:**

Q13. To expect to receive good proposals in the amount of time allotted is unreasonable. A 2 to 3 week extension is justified on this project.

A13. The hour and date specified for receipt of offers is extended. Offers are due July 17, 2001, 2:00 p.m. (Hawaii Standard Time).

**Ocean House Builders, June 8:**

Q14 and Q15 pertain to Section 01010 - General Project Description and General Design Requirements, Subsection 4, General Design-Structural

Q14. Page 4-4: Para 4.14 Antiterrorism/Force Protection notes that the Government is preparing an AT/FP assessment and retrofit report that was expected to be completed on or about the end of May 2001. The retrofit upgrades recommended in the report are to be included in the design proposal and project costs. Please verify if the Government has issued this report as it is critical to the design and construction cost of the project.

A14. IT IS ANTICIPATED THE AT/FP STUDY WILL BE AVAILABLE BY 2 JULY 2001.

Q15 Page 4-4 to 4-5: Para 4.15 Seismic Evaluation and Rehabilitation notes that the Government is preparing an independent seismic evaluation and rehabilitation report as an Amendment to the RFP that was expected to be completed on or about the end of May 2001. The rehabilitation techniques and retrofit upgrades recommended in the report are to be included in the design proposal and project costs. Please verify if the Government has issued this report as it is critical to the design and construction cost of the project.

A15. IT IS ANTICIPATED THAT REPORT WILL BE AVAILABLE BY 2 JULY 2001.

**Ocean House Builders, Jun 12:**

Q16. Has the Section 106 process for Solicitation No. DACA83-01-R-0017 been taken care of by the U.S. Army Corps of Engineers? If so, please advise how an offeror may receive a copy of it.

A16. Response to be provided in future amendment.

Q17. Page 00120-9 & 00120-10: Subfactor 4.1, Key Personnel Experience, & Subfactor 4.2, Quality Control Plan: No reference is made to address the qualifications of the QC organization stated in Section 01451, paragraph 3.4.1 to 3.4.4. Should these qualifications be addressed in the preparation of the technical proposal?

A17. See Subfactor 4.2.2, Offeror's QC team structure, task assignments, and areas of responsibility.

Q18. Is an offeror able to use a design consultant, who is part of his design team, as part of his CQC organization (i.e. air monitoring) for this project? The reason being if this is a conflict of interest.

A18. Yes, an offeror may use a design consultant, who is part of the design team, as part of their CQC organization.

**Dick Pacific Construction, Jun 12:**

Q19. RFP Reference Paragraph/Page: 01010.8.11 (page 8-3)

Please indicate if fire sprinklers are required in the exterior corridors and arcades in the building.

A19. Response to be provided in future amendment.

Q20. RFP Reference Paragraph/Page: 01010.1.3.2.3

Will cashier stations be required in the dining facility, or will there only be a check in desk?

A20. Response to be provided in future amendment.

**Ocean House Builders, Jun 12:**

Q21. Drawing No. 33, Sheet E-3, titled "Partial Roof Electrical Plan - Removal & New", is missing from the CD provided for the above solicitation. Instead, Drawing No. 34, Sheet E-4, titled "Quad F 'MCC' Single Line Diagram - Removal & New," is provided twice. Will Sheet E-3 be provided?

A21. Yes, Sheet E-3 will be provided.

Q22. Is it safe to assume that "Quality Control Engineer" is the same as "CQC System Manager"? Page 00120-9, Paragraph 4.4.1, Subfactor 4., states "Quality Control Engineer" while Page 01451-4, Paragraph 3.4.2 states "CQC System Manager." Please clarify.

A22. Response to be provided in future amendment.

Q23. Page 00120-9, Paragraph 4.4.1, Subfactor 4.1 does not provide any requirements or qualifications for the listed key personnel. Is there no minimum requirements other than those listed for the CQC organization in Section 01451, Paragraph 3.4?

A23. There are no submission requirements for Subfactor 4.1, however, see the submission requirements for Subfactors 4.1.1 and 4.1.2.

**Dick Pacific Construction, Jun 12:**

Q24. RFP Reference Paragraph/Page: 00130.2.3.1.2 (page 00120-4)

Please verify that the technical information and catalog cuts will be submitted in a separate 3 ring binder in addition to the 4 volumes with factors 1 to 5.

Is it necessary to have this technical folder separated by civil and by building since most of the technical information will be the same for each building?

2.3.1.2 Technical information provided in response to the technical evaluation factors shall be submitted in separate labeled 3 ring binders for civil site requirements and each building.

Information and material should be arranged by discipline and include a narrative of offeror's design approach and unique design solutions.

A24. Response to be provided in future amendment.

## GENERAL PROJECT DESCRIPTION AND GENERAL DESIGN REQUIREMENTS

### 1. DESIGN OBJECTIVES.

1.1. General Requirements. The design and technical criteria contained or referenced in this Request For Proposal (RFP) constitute the minimum requirements of the Government for the subject project, hereinafter referred to as “the WBR project”. The WBR project renovates Quadrangle F, hereinafter referred to as “Quad F”. Quad F consists of four buildings: Bldg. 649, Bldg. 650, Bldg. 651, and Bldg. 652. The exterior appearance of the WBR project shall be designed and constructed to be architecturally compatible with the other quadrangles at Schofield.

1.2. Objectives. This solicitation seeks to obtain renovation, alteration, and construction work of Quad F that is complete and adequate for Unaccompanied Enlisted Personnel Housing (UEPH), administrative facilities, an Enlisted Dining Facility and a Soldier Community functions. See Table 1-1 for a building summary. The WBR project also includes site redevelopment of supporting facilities.

1.2.1 Unaccompanied Enlisted Personnel Housing. The UEPH concept is to provide privacy, security, and comfort to the soldier to the extent possible. The minimum number of persons to be accommodated in this project is 300 sleeping rooms at the E2 through E4 grade level.

1.2.2. Administrative Facilities.

1.2.2.1. Battalion Headquarters. Space will be provided for a command section, S-1/PAC, S-2, S-3, S-4, chaplain and assistant chaplain, classroom, and service core. A Battalion Headquarters standard design is included in this solicitation as a reference to adapt the design into an existing building. Designs will be based on the functional relationships of the design standard. Battalion Headquarters will be designed for physically handicapped individuals.

1.2.2.2. Brigade Headquarters. Space will be provided for a command section, S-1, S-2, S-3, S-4, service core and support services including a Troop Aid Station. A Brigade Headquarters standard design is included in this solicitation as a reference to adapt the design into an existing building. Designs will be based on the functional relationships of the design standard. Brigade Headquarters will be designed for physically handicapped individuals.

1.2.2.3. Company Operations Facility. Space will be provided for Administrative functions: private offices, open administration floor area, conference room, classroom, entry, waiting area, janitor’s closet, storage, and toilet facilities. Space will be provided for Operations functions: arms vault, communications storage, equipment maintenance, information management systems room, Nuclear, Biological and Chemical (NBC) equipment storage, unit storage, general storage, TA-50 gear storage, and showers. A Company Operations Facility standard design is included in this solicitation as a reference to adapt the design into an existing building. Designs will be based on the functional relationships of the design standard. Company Operations Facility will not be designed for physically handicapped individuals.

1.2.3. Enlisted Personnel Dining Facility (DFAC). The existing dining facility will be renovated and expanded to meet the new requirements. The major functional areas to be provided in the DFAC are dining, dish washing, employee lockers and toilets, food preparation and cooking, garbage and trash disposal, non-provision storage, patron toilets, staff office, pot and pan washing, receiving platform, refrigerated and dry storage, serving, and signature-head count, cashier station(s), and staging area. An Enlisted Dining Facility standard design is included in this solicitation as a reference to adapt the design into an existing building. Designs will be based on the functional relationships of the design standard. The DFAC will be designed for physically handicapped individuals.

1.2.4. Soldier Community Functions (SCB). The SCB provides the soldier with social gathering areas including a kitchen, recreational space and meeting space. Space will be provided for laundry rooms,

mail room with mail boxes, and a social activity room. A SCB standard design is included in this solicitation as a reference to adapt the design into an existing building.

Table 1-1 shows the location the functional areas of the 4 Quad F buildings:

TABLE 1-1 QUAD F Building Work												
Building Functions	Bldg. 649			Bldg. 650			Bldg. 651			Bldg. 652		
	1 <sup>st</sup> Flr	2 <sup>nd</sup> Flr	3 <sup>rd</sup> Flr	1 <sup>st</sup> Flr	2 <sup>nd</sup> Flr	3 <sup>rd</sup> Flr	1 <sup>st</sup> Flr	2 <sup>nd</sup> Flr	3 <sup>rd</sup> Flr	1 <sup>st</sup> Flr	2 <sup>nd</sup> Flr	3 <sup>rd</sup> Flr
Unaccompanied Enlisted Housing							◆	◆	◆	◆	◆	◆
Brigade Headquarters		◆										
Battalion Headquarters			◆									
Battalion Headquarters Troop Aid Station	◆											
Battalion Headquarters Classrooms						◆						
Company Operations Facility Administrative Areas			◆		◆							
Company Operations Facility Maintenance Area & Arms Vault	◆											
Company Operations Facility Gear Wash Area							◆			◆		
Enlisted Personnel Dining Facility				◆								
Soldier Community Building Laundry Rooms							◆	◆	◆	◆	◆	◆
Soldier Community Building Mail Room & Mail Boxes				◆								
Soldier Community Building Social Activity Area				◆								

1.2.5. Miscellaneous Facilities.

1.2.5.1. Covered Gear Wash/Recreational Area. A new covered gear wash and recreation facility shall be constructed within the quadrangle courtyard. The primary function of the facility is to provide an area for washing and cleaning soldier personal gear (TA-50). This facility will also co-function as an outdoor recreational area for social gatherings. The recreational area shall include built-in barbecue pits, sink, and tables to accommodate one (1) Company sized gathering. A Company Operations Facility standard design is included in this solicitation as a reference to adapt. Designs will be based on the gear wash functional area requirements of the design standard. **In addition to the exterior covered gear wash/recreational area, provide a gear wash area on the ground floors of Buildings 651 and 652. The gear wash area is to be used by the soldiers after field training to clean their gear and foot wear before returning to their rooms. Provide well illuminated and ventilated gear wash areas with multiple hose bibs, drains with sedimentation catch basins, and drying racks.”**

1.2.5.2. Multi-Purpose Playing Court. The existing multipurpose court shall be demolished and reconstructed. The new courts shall consist of basketball and volley ball play areas. Court markings shall

meet National Collegiate Athletic Association (NCAA) and United States Volleyball Association (USVBA) standards. Court shall also include pedestrian walkways, lighting and water fountain(s). Typical multi-purpose playing court details are included in this solicitation as reference to adapt.

1.2.5.3. Bicycle Racks. New bicycle racks shall be constructed within the quadrangle courtyard area.

The

Each bicycle rack shall consist of a concrete pad and permanently install racks. Racks shall also include a concrete ramps as required to permit safe egress.

1.2.6. Site Redevelopment. In addition to the renovation of the existing Quad F buildings and the construction of the above miscellaneous facilities, this project will include site redevelopment of the quadrangle complex and surrounding facilities. Site redevelopment will include reconstructing or resurfacing existing access drives, parking areas and pedestrian walkway to provide safe pedestrian and vehicle circulation and meet Antiterrorism/Force Protection requirements. Redevelopment scope will also include upgrading storm drainage and utility systems as well as landscaping to support the complex. The site redevelopment will include the following:

1.2.6.1. Civil Design.

1.2.6.1.1 Demolition. Existing pavement, curbs, gutters, pedestrian walkways, storm drainage and utility systems (water, sewer, electrical distribution, communication, etc.) shall be demolished and removed as required to accomplish the site redevelopment scope.

1.2.6.1.2 Antiterrorism/Force Protection (AT/FP). The quadrangle facilities shall be upgraded to be in compliance with AT/FP design and construction standards. Improvements include realigning Foote Avenue from Glennan St. to Meigs Avenue, installing vehicular entrance control barriers, relocating parking areas and trash enclosures and removing landscaping. Foote Avenue realignment work will include removing and reconstructing pavement, curbs, gutter, sidewalks, pavement marking, signage, utilities, and storm drainage and landscaping. (Note that final AT/FP improvement scope is pending results of an ongoing AT/FP Study. The results of the study will be provided to the offerors.)

1.2.6.1.3 Grading and Storm Drainage. The existing quadrangle storm drainage systems (drain lines, curb inlets, manholes, etc.) shall be removed and replaced (unless otherwise indicated or approved) with upgrade systems to meet current design and construction standards.

1.2.6.1.4 Water and Sewer System. The existing water and sewer systems servicing the existing quadrangle facilities shall be removed and replaced (unless other wise indicated or approved) with upgrade systems to support renovated and new facility service requirements and to meet current design and construction standards.

1.2.6.1.5 For Civil Design requirements, see Subsection 2, General Design - Civil

1.2.6.2 Mechanical Design - Site Redevelopment. The existing underground chilled water lines within the quadrangle complex shall be removed and replaced with upgraded systems to support the renovated and new facilities and meet current design and construction standards. Also, underground chilled water lines that feed Quad E shall be removed and replaced with upgraded systems up to Lewis Street. For exterior mechanical design requirements, see Subsection 5, General Design - Mechanical.

1.2.6.3 Electrical Design - Site Redevelopment. The existing exterior systems (electrical power, lighting, telecommunication, cable tv, etc.) servicing the existing quadrangle facilities shall be removed and replaced (unless other wise indicated or approved) with upgrade systems to support renovated and new facility service requirements and to meet current design and construction standards. For exterior electrical design and construction requirements, see Subsection 7, General Design - Electrical.

1.2.6.4 Landscape Design - Site Redevelopment.

1.2.6.4.1 Design Theme. The landscaping design theme shall incorporate preserved trees and as well as use of native plants, emphasis of building entry points and sense of community. Siting of new facilities shall provide adequate space for trees such that the trees continue to be a valuable asset to the housing community.

1.2.6.4.2 Removal and Preservation of Existing Trees. Scope will include removal of designated trees within the Quad F and surrounding areas. Saved trees shall be protected during demolition and construction activities. Existing trees identified for saving in the Tree Removal and Preservation Plan shall be an integral feature of the site plan. Project design and construction practices shall avoid altogether or minimize construction impacts on saved trees to ensure their long term survival, health, and structural stability.

1.2.6.4.3 Use of Recycled Materials. The approach and plan shall design shall include the use of recycle-content materials, recycling of plant material (tee stumps, and brush) and water conservation.

1.2.6.4.4 For landscape design requirements, see Subsection 9, General Design - Landscape.

### 1.3. Special Requirements.

#### 1.3.1. Historical Preservation.

1.3.2. Comprehensive Interior Design (CID). The Comprehensive Interior Design is composed of two types of interior design requirements. The first is the building-related interior finishes of walls, ceilings, floor coverings, built-in casework, etc. This is defined as the BID or Building Interior Design. This is the responsibility of the Offeror. The second requirement is the design coordination of interior furnishings and equipment related to the building-related interior finishes. This second requirement is hereinafter referred to as "FID". CID services will be provided by the Offeror.

1.3.2.1. Completion of a FID involves the selection and sampling of the furnishings components of the interior environment in addition to the building-related interior finishes. This may include furniture systems, freestanding furniture, artwork, and accessories. The FID package will include furniture placement plans, information on all freestanding furnishings and accessories, furniture cost estimates, and order daa sheets. The procurement and placement of the FID products and materials are the responsibility of the Government. The Comprehensive Interior Design requirements and format information is found in the Appendix.

1.3.2.2. In addition to providing a CID package for the dining facility (DFAC). A list of category C food service equipment shall be provided. Class C Equipment is movable in nature and not affixed or built into a DFAC as an integral part of the facility. Because this equipment is the responsibility of the Government, the Offeror must provide the Class C equipment list, description, and cost to ensure the equipment is requisitioned and delivered on site prior to the building occupancy. A 501-800 Enlisted Personnel Dining Facility standard design is referenced in this solicitation. It includes a typical category C food service equipment list.

1.3.2.3. Comprehensive Interior Design (CID) is required for all of the buildings.

1.3.3. Antiterrorism/Force Protection (AT/FP) and Seismic Evaluation and Rehabilitation. Design of this project shall incorporate minimum AT/FP construction standards and required seismic rehabilitation techniques to strengthen the Quad F buildings. See Subsection 4, GENERAL DESIGN - STRUCTURAL, for information on on-going assessments and studies of AT/FP and seismic requirements, and instructions on incorporating retrofits and rehabilitation measures in the price proposal. See also Subsection 2, CIVIL DESIGN, for site upgrades required for AT/FP.

1.4. Design Freedom. Requirements stated in this RFP express the minimum acceptable standards or features which the Government will accept in any proposal submitted. Design and maintainability/quality

parts of proposals containing standards or features that exceed (in terms of innovation, creativity or cost-savings) the minimum acceptable standards contained herein shall be considered more advantageous to the Government than design and maintainability/quality parts of proposals that contain standards or features that do not, and may earn the offer a higher quality score for design and maintainability/quality (up to the maximum quality score allowable for those parts of the proposal) than an offer containing merely the minimum required standards or features. Deviations from space and adjacency requirements will not generally be favorably evaluated by the Government unless the change results in improvement to the facilities.

1.5. Design Quality. The objectives are to obtain renovated structures and complementary site development within funds available and to optimize livability and functionality. Design quality is achieved through the optimization of interior planning, integration of the Quad F structures to the site and its natural resources such as existing trees, solar orientation, and balancing architectural attractiveness, sustainable design features, function, and design for low-cost maintenance and operation of the buildings.

1.6. Installation Master Plan. The installation master plan provides comprehensive documentation of the existing conditions of natural, man-made and human resources. It also guides the future land-use development. The master plan should be consulted as it is the mechanism for ensuring that individual projects are sited to meet overall installation goals and objectives for land use development. This can be viewed at Rm. 319C, Bldg. 230, Engineering Services Division, Ft Shafter, Oahu, Hawaii.

1.7. Installation Exterior Architectural Plan (IEAP). Design of this project shall incorporate the design guidance and criteria contained in the IEAP, if no specific guidance/requirements are discussed in the RFP. This can be viewed at Rm. 319C, Bldg. 230, Engineering Services Division, Ft Shafter, Oahu, Hawaii.

1.8. Sustainable Design Features. Public Law 102-486, Executive Order 13123, and Federal Regulations 10 CFR 435, require Federal buildings to be designed and constructed to reduce energy consumption in a life-cycle, cost-effective manner using renewable energy sources when economical. Products designed to conserve energy and resources by controlling the amounts of consumed energy or by operating at increased efficiencies should be considered. Minimum requirements for this project are energy conservation fixtures, window glazing, solar panels or heat pump water heater, time switches, and water flow-limiting plumbing fixtures.

## 2. CIVIL DESIGN - SITE REDEVELOPMENT.

2.1 Scope. The civil design site redevelopment scope consists of, but not limited to, demolition and clearing; site layout of the covered gear wash/recreation facility, multi-purpose playing court, bicycle racks, trash enclosure, and realigned Foote Avenue. (Site and layout requirements include meeting current Antiterrorism/Force Protection requirements.) In addition, the scope also includes reconstructing and upgrading access drives, parking, and pedestrian walks, storm drainage, water and sewer systems to support renovated quadrangle facilities and meeting current design and construction standards.

### 2.2 Reference Requirements and Standards.

2.2.1. Army/Military Construction Criteria. Unless otherwise noted, the following criteria is available via the internet at;

<http://www.hnd.usace.army.mil/techinfo/index.htm>

2.2.1.1. U.S. Army Corps of Engineers Technical Instructions, TI 800-01, Design Criteria, 20 July 1998.

2.2.1.2. U.S. Army Corps of Engineers Technical Instructions, TI 804-11, Design for Non-Organizational or Privately Owned Vehicle (POV), Site Circulation and Parking, November 1998.

2.2.1.3. U.S. Army Corps of Engineers Technical Instructions, TI 814-10, Wastewater Collection, 3 August 1998

2.2.1.4. Army Technical Manual, TM 5-813-5, Water Supply, Water Distribution, November 1996 (Attached in RFP)

2.2.1.5. Military Handbook, MIL-HDBK 1008C Fire Protection for Facilities Engineering, Design, and Construction, dated 10 June 1997, may be obtained at the Corps of Engineers Huntsville Engineering and Support Center web site under "Techinfo". The web site address is <http://www.hnd.usace.army.mil/>.

2.2.1.6 Interim Department of Defense Antiterrorism/Force Protection Construction Standards, (For Official Use Only, not available for viewing or download)

2.2.2. City and County of Honolulu Design Standards. The following references are available for purchase from the City and County of Honolulu Municipal Book Store, 558 South King Street, City Hall Annex, Honolulu, HI 96813, Phone: (808) 523-4780. Information on how to purchase and order publications is available via the internet at;

<http://www.co.honolulu.hi.us/pur/booklist.htm>

2.2.2.1. Rules Relating to Storm Drainage Standards, Department of Planning and Permitting, City & County of Honolulu, January 2000.

2.2.2.2. The Department of Public Works, Standard Specifications for Public Works Construction, City and County of Honolulu, Sept. 1986.

2.2.2.3. The Department of Public Works, Standard Details for Public Works Construction, City and County of Honolulu, Sept 1984.

2.2.3. U.S. Department of Transportation, Federal Highways Administration. The following document shall be used for road and street design: The Manual On Uniform Traffic Control Devices For Streets and Highways. It is available from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402.

2.2.4. Americans with Disabilities Act Accessibility Guidelines (ADAAG). Available from U.S. Architectural and Transportation Barriers Compliance Board, Suite 1000, 1331 F Street, N.W., Washington, D.C. 20004-1111 (202) 272-5434.

2.2.5. American Water Works Association, Inc. (AWWA). Specifications are available from AWWA, 6666 Quincy Ave., Denver, CO 80235; voice: 800-926-7337; fax: 303-795-1989; <http://www.awwa.org/>. AWWA standards called for the standards of the Board of Water Supply, City and County of Honolulu, the following apply: AWWA C907 PolyVinyl Chloride (PVC) Pressure Fittings for Water - 4 Inch Through 8 Inch (100 mm Through 200 mm).

2.2.6. Draft Report Prepared by Belt Collins Hawaii, Ltd., FY96 OMA Family Housing Master Plan and Infrastructure Study, Army Storm Drainage Infrastructure Study Vol. I and II, For Schofield Barracks, March 2001. Copy is available for review at Honolulu District, Bldg. 230, Technical Review Section, Rm. 225.

### 2.3 Demolition.

2.3.1. Designated demolition limits are indicated on the attached RFP drawings entitled DEMOLITION PLAN-1, -2 and -3.

2.3.2. Existing utilities within the project limits shall be adjusted, relocated or modified as required to remain functional. The Contractor shall coordinate all utility adjustment work with the appropriate utility agencies/departments. The area within the project limits, which does not involve new construction, shall be graded smooth to drain, and planted with grass. All existing walks, parking and streets, drainage and utility systems at the interface with the demolition shall be properly coordinated and new construction provided for the continued functionality, operation and maintenance of adjoining and remaining facilities and systems. All existing utility structure and related appurtenances, which will not be utilized in the project shall be removed and disposed of. Abandonment in-place shall not be permitted unless removal of underground utilities requires excavation within the tree protection zone of the existing trees to be saved. Unless otherwise noted, demolition work shall include the removal and disposal of:

2.3.2.1 Existing Multipurpose Playing Court and trash enclosure and appurtenances.

2.3.2.2 Walks, paved aprons, driveways, parking areas and streets to include curbs and gutters; drainage structures, pipes and culverts.

2.3.2.3 Water, sewer, electrical, telephone, and CATV utilities to include poles, wire, anchors, and underground pipes, conduits, wires, and other appurtenances.

2.3.2.4 Trees not identified for saving or transplanting. For tree removal and preservation requirements, see Subsection 9, General Design - Landscape. For location of trees designated for removal and preservation, see RFP drawings.

2.3.2.5 Shrubs.

2.3.2.6 Landscaping appurtenances to include any irrigation systems.

2.3.3 Disposal of debris and waste material shall be outside the limits of Government property, and shall be the contractor's responsibility. The contractor may at his option dispose of trees and shrubs by chipping the green waste and applying the material as a mulch layer 100 to 150 mm (4 to 6 in.) thick over bare ground surfaces of training grounds at Schofield Barracks to control soil erosion. The location of this material disposal site will be determined by the Director of Public Works, Schofield Barracks.

2.3.4 Construction and Demolition (C&D) Waste. The Offeror is required to submit for government approval a detailed C&D plan after the award of the contract. The purpose of the plan is to minimize the generation of C&D waste, and ensure that the maximum amount of C&D waste (including materials

generated during the clearing of the site, interior demolition of existing structures, and new construction activities) is salvaged for resale or reuse, returned, or is recycled. This plan does not include hazardous waste (any waste substance, which is ignitable, corrosive, reactive, or toxic that, if improperly handled, poses a substantial threat to human health and/or environment).

#### 2.4 Site Layout.

2.4.1. General. The design after award drawings shall indicate the location of the covered gear wash/recreation facility, multi-purpose playing court, bicycle racks, trash enclosure, realigned Foote Avenue access drives, parking, pedestrian walks, and trash enclosure, bike rack, storm drainage, water and sewer systems. Additional items of consideration in siting the facilities will be; antiterrorism/force protection, aesthetics, environmental requirements, safety, and convenience for vehicles and pedestrians.

#### 2.4.2 Covered Soldier Gear Wash/Recreational Facility.

2.4.2.1 Location and Orientation. The approximate location of the gear wash/recreation facility is indicated on the attached RFP drawing entitled, SITE REDEVELOPMENT REQUIREMENTS-1, Sheet C-1. The designer shall coordinate with the government to determine the exact size, location and orientation after award.

2.4.2.2 Size. The approximate size of the facility indicated on the RFP drawing is intended for budgeting **purpose** only. Designer shall coordinate with the government after award to determine the overall facility size.

2.4.2.3 Utilities. Water, sewer, and electrical service shall be provided.

2.4.2.4 Gas Trap. A gas trap shall be provided to prevent sewer gases from migrating back into the trench drainage system. The gas trap shall include a settling basin to capture, separate and remove soil and debris prior to discharge into the sanitary sewer system. For typical gas trap detail, see Attachment, Typical Gas Trap Detail. (Note that detail is provided for informational purposes only. Contractor is responsible for verifying accuracy of dimensions.)

#### 2.4.3 Multi-Purpose Playing Court.

2.4.3.1 Location and Orientation. The approximate location of the multipurpose court is indicated on the attached RFP drawing entitled, SITE REDEVELOPMENT REQUIREMENTS-1, Sheet C-1. The designer shall coordinate with the government to determine exact location and orientation preferred after award.

2.4.3.2 Size. Ground space shall consist of a minimum area of (approximately **1480 sm (15.960 SF)** with overall dimensions of **42.6 m (140 ft)** and an overall width by of **34.75 m (114 ft)**. **Typical multi-purpose playing court details are included in the RFP Drawings as a reference to adapt.**

2.4.3.3 Pavement. Surface shall be bituminous material with concrete curbing along edge with a protective color coating. Typical pavement section shall consist of 100% compacted subgrade, 100% compacted 150 mm (6-inch) base course, 51mm AC surface course with protective color coating (at manufacturer's recommended rate) and 150mm x 300mm reinforced concrete curbing. For additional pavement requirements, see paragraph entitled, "Soils, Pavements and Earthwork ". Typical Multipurpose Court and Striping Details (sheet C-4) are provided in RFP drawings for Contractor to adapt for site-specific requirements.

2.4.3.4 Water Fountain. Multipurpose Courts will include one (1) water fountain (two (2) desirable). Fountain design shall blend in with historic theme of quadrangle facilities. Fountain location shall consider sports safety. Contractor shall coordinate exact location with the Government.

2.4.3.4 Utilities. Water and electrical service shall be provided.

#### 2.4.4 Bicycle Rack.

2.4.4.1 Location and Orientation. The approximate location of the bicycle racks are indicated on the attached RFP drawing entitled, SITE REDEVELOPMENT REQUIREMENTS-1, Sheet C-1. The designer shall coordinate with the government to determine exact location and orientation preferred after award.

2.4.4.2 Size. Ground space for each rack shall be sufficient to accommodate a minimum of 20 bicycles.

2.4.4.3 Utilities. Lighting shall be provided for security and safety requirements.

#### 2.4.5 Trash Enclosure.

2.4.5.1 Location and Orientation. The existing trash enclosure shall be demolished, relocated and replaced with an aesthetically pleasing enclosure. The enclosure shall be accessible by wheeled trash container. Trash enclosures with hinged, securable closures are preferred to "open" enclosures. The approximate location of the trash enclosure is indicated on the attached RFP drawing entitled, SITE REDEVELOPMENT REQUIREMENTS-1, Sheet C-1. The designer shall coordinate with the government to determine exact location and orientation preferred after award. The location shall meet AT/FP stand off requirements. For AT/FP requirements, see paragraph below entitled, "Antiterrorism/Force Protection (AT/FP) Civil Design Requirements". Location shall also consider odor and prevailing wind direction.

2.4.5.2. Size. Overall dimensions of pad and enclosure shall match the existing. Approach drives to trash enclosure shall be concrete and should have sufficient length to accommodate the largest trash pick vehicle without obstructing the adjacent driveway. The enclosure access driveway width shall be equal to the width of the concrete pad.

2.4.5.3. Utilities. Provide hose bib and water service to permit wash down of the enclosure.

#### 2.4.6 Antiterrorism/Force Protection (AT/FP) Requirements.

2.4.6.1. General. The site layout of existing and new quadrangle facilities shall be designed to meet Interim DOD AT/FP design and construction standards. (Note: For AT/FP Structural Requirements, see Subsection 4, General Design-Structural.)

2.4.6.2. Project Specific Requirements. The project specific AT/FP design and construction requirements are currently being assessed by an independent Government study. The results of the study will be provided to the Offerors as an amendment to the RFP. The following preliminary project specific requirements are pending the final results of the study.

2.4.6.2.1. Parking and Roadways. Locate parking lots at least 10 m (30 ft) from troop billeting and primary gathering structures. The standoff distance is measured from the nearest edge of pavement. Portions of buildings with lesser occupancies may be located within the standoff distance. (For definition of occupancies, see Interim Department of Defense (DOD) Antiterrorism Force Protection Minimum Construction.)

2.4.6.2.2. Relocated existing trash enclosure at least 25 m (82 ft) from troop billeting (this includes Unaccompanied Enlisted, and primary gathering structures (this includes Brigade HQ, Battalion HQ, Soldier Community, Company Operations, Dining Facility).

2.4.6.2.3. Provide post and chain with locks at each driveway access entrance and exit to provide a means to control vehicle access into the quadrangle courtyard area.

2.4.6.2.4 Provide signage to clearly define vehicle drive-up or drop off areas within the quadrangle to control type of traffic authorized within the quadrangle. (E.g. DO NOT LEAVE VEHICLES UNATTENDED, NO TRUCKS ALLOWED WITHOUT AUTHORIZATION, etc.)

2.4.6.2.5. Realign Foote Avenue shall be realigned from the intersection of Glennan Street to Meigs Avenue. The roadway shall be realigned to provide no less than 4.6-m (15-ft) setback from Quad F, E, D and C buildings to the nearest roadway edge (or traffic face of curb). For approximate limits and location of Foote Avenue realignment work, see attached RFP Drawing Sheet C-1.

2.4.6.2.6 Provide Visual Clear Zone around all Buildings. Avoid conditions within 9.15 m (30 ft) of troop billeting and primary gathering structures that permit concealment of aggressors or that would obscure the view of objects or packages 150 mm (6-inch) in height from view of security personnel. Utility pads for air handlers, transformers, etc., can be placed within the standoff distance if they do not provide access by unauthorized personnel by entering the structure or placing an object within it. This would require a locking enclosure with a roof or similar cover. Landscaping can be placed within the standoff distance only if the vegetation does not obscure an object 150 mm (6-inch) high from the view of the building occupants or those in the immediate surrounding area. For additional landscaping design AT/FP requirements, see Subsection 9, Landscape Design.

2.4.6.2.7 Court Yard Driveway. Courtyard driveway shall be realigned to provide a no less than 9.15m (30 ft) set back from existing quadrangle buildings. Existing pavement structure including curbing shall be replaced. The space between the closest pavement edge and quadrangle buildings shall landscaped.

#### 2.4.7. Circulation, Roads and Parking.

2.4.7.1 General. The separation of vehicular and pedestrian traffic design shall be in accordance with TI 5-804-11, Design for Non-Organizational or Privately Owned Vehicle (POV), Site Circulation and Parking. The vehicular and pedestrian circulation system shall promote safe, efficient movement of vehicles and pedestrians within the quadrangle, adjacent parking lots and adjacent roadways. It should maintain the maximum separation of vehicles and pedestrians. Safe circulation systems shall have a clear hierarchy of movement, lead to a clear destination and do not interrupt other functions. In addition, The following criteria shall be considered for designing streets and drives for vehicles and pedestrians.

2.4.7.2 Pedestrian circulation. Pedestrian circulation should be safe and relate to the open area defined by the four quadrangle buildings, parking and community facilities. Pedestrian circulation should be based on pedestrian desired lines of walking between facilities. Desired lines should be weighted to predict the most traveled routes.

2.4.7.2.1 Quadrangle Pedestrian Walkways. Walkways shall be provided for the quadrangle complex. Walks, except for building front entry, shall be a minimum of 1,830 mm (6 ft) wide exclusive of curb width, and made of non-reinforced concrete, minimum thickness of 100-mm (4 inches), with welded wire mesh fabric (0.05 percent steel in both directions). Front entry sidewalks shall be 3 m (10 ft) wide. Where walks are adjacent to the curb, the curb width is not to be included as sidewalk. Concrete walks shall be constructed in accordance to UFGS Section 02770a, CONCRETE SIDEWALKS AND CURBS AND GUTTERS, dated March 1998.

2.4.7.2.2. Provisions for Handicapped. Ramps and parking spaces for the handicapped shall be provided in accordance with the latest edition of the Uniform Federal Accessibility Standards (UFAS). Handicap access is required at the Dining Facility. Ramps for handicapped individuals shall also be provided at all intersections and wherever an accessible route crosses a curb. A separate handicapped ramp is required for each crosswalk. Sidewalks shall be widened when necessary to meet ramp slope criteria. Ramps for handicapped individuals shall follow City and County of Honolulu, Standard Detail R-25, dated September 1992 or later. Walks around the ramps shall be continuous, level and extend at least 1.22 m (4 ft) beyond the ramp unless otherwise approved in writing.

#### 2.4.7.3. Roads and Parking

2.4.7.3.1 Realign Foote Avenue. Foote Avenue modifications includes reconfiguring the roadway section from a two-lane one-way operation to a one-lane one-way operation, upgrading drainage system,

relocating street lighting and providing new sidewalks, traffic signs, pavement marking and landscaping. The following Table 2-1, lists the typical required minimum dimensions:

**TABLE 2-1 - REALIGNED FOOTE AVE. MINIMUM STREET DIMENSIONS\***

Travelway Width (Excluding Gutter)	3.65 m	12 ft
Minimum Curb Radius at Street Intersections	12.2 m	40 ft
Gutters Width	.610 m	2 ft
Curb Height	0.150 m	0.5 ft
Sidewalk (not including curb width)	1.2 m (1.5 m desirable) See Typical Section*	4 ft (5ft desirable) See Typical Section*
Landscaping Strip (North side /South Side)	See Typical Section*	See Typical Section*

\* For typical road section, see Attachment, Foote Avenue Typical Road Section.

2.4.7.3.2 Quadrangle access driveways and Courtyard Drive.

2.4.7.3.2.1 The access drives curbing and pavement structure shall be removed and reconstructed. The existing dimensions, alignment, turning radius shall remain, except that access drives off of Foote Avenue shall be extended as required to maintain access to the realigned Foote Avenue.

2.4.7.3.2.2 Courtyard driveway area shall be reconfigured to meet AT/FP stand off requirements. See paragraph above.

2.4.7.3.3. Privately Owned Vehicle (POV) Parking. POV spaces shall be a minimum of **2.7 m** by 5.5m (9 ft by 18 ft). Parking aisles shall be minimum **7.3 m** (24 ft.). Island widths shall be minimum 3 m (9 ft). Parking stall fillets shall be minimum 1 m (3 ft). For all other parking, the design vehicle that is used to design the space shall be described. Where handicapped access is required, parking space width/length and accessible route clearances shall be provided as required to meet current Uniform Federal Accessibility Standards and Americans with Disabilities Act Accessibility Guidelines. The following discusses the project specific parking requirements:

2.4.7.3.3.1. Quadrangle "Interior Area" POV parking will not be permitted within the quadrangle interior areas.

2.4.7.3.3.2. Reconstruct existing POV parking area adjacent to Bldg. 651 and Glennan Street. Approximate limits are indicated on the attached RFP drawings. The existing asphalt concrete pavement, base course, and subbase course shall be removed, replaced with a new a.c. pavement structure and striped to provide at least 35 angle parking stalls. Parking spaces shall be marked reserved for military staff, visitor and handicap accessible POV parking. After award, Contractor shall coordinate with the Government for exact number of stalls and labeling requirements. For pavement design requirements, see paragraph 2.6, Soils, Pavements and Earthwork.

2.4.7.3.3.3 Reconstruct the existing POV parking area across Bldg. 650 and along Foote Avenue. Approximate limits and conceptual layout are shown on attached RFP drawings. (Note that layout is for

information purposes only and may be used to develop the design after award.) In addition, the reconstruction scope shall include the following minimum requirements.

2.4.7.3.3.3.1 Prior to restriping stalls and aisles for 90-degree parking, provide slurry sand coating on existing asphalt surfaces within scope.

2.4.7.3.3.3.2. Provide striped parking islands. In lieu of striped islands, concrete curbed islands with landscaping and automatic control irrigation is preferred.

2.4.7.3.3.3.3. Maintain smooth and safe traffic circulation between adjacent parking areas.

2.4.7.3.3.3.4. Provide a minimum of two (2) entrances off of Foote Avenue and one (1) off of Glennan Street.

2.4.7.3.3.3.5. Total number of POV parking provided shall be no less than 75 percent of the existing total parking stalls.

2.4.7.3.3.3.6. Provide 3 m (10 FT) wide pedestrian walkway and curbing along south edge of parking area. Provide drainage improvements as required to maintain existing drainage patterns. The pedestrian walkway shall include a landscape strip. See subsection General Design - Landscape, for additional requirements.

2.4.7.3.3.3.7 . Landscaping. Provide 7.6 m (20 feet) minimum wide landscaped buffer area along Glennan St. and 10 m (30 feet) minimum wide landscape buffer area along Foote Avenue. Provide landscape screen along for both buffer areas. For additional landscape design requirements, see subsection, General Design - Landscape.

2.4.7.4. Street Signs: Street name signs and traffic control signs shall be provided where appropriate and shall conform to requirements of U.S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways. Non-traffic signs as well as building signage shall conform to the requirements of the installation. Signs shall be made of aluminum. All sign support posts shall be breakaway type. Height of sign above finished grade shall be 2.1 m (7 feet).

2.4.7.5. Traffic Control Devices and Pavement Markings: Traffic control devices and pavement markings shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, unless otherwise specified herein or approved.

2.4.7.5.1 Centerline stripes are not required for parking lot aisles and Quad F interior driveways, unless otherwise specified. Stop or approved bar stripes shall be provided at intersections at stop conditions.

2.4.7.5.2 New or reconstructed roadways shall have double yellow thermoplastic centerline with prismatic reflectors.

2.4.7.5.3 Roadway edge lines where required or designated shall have white thermoplastic lines with prismatic reflectors.

2.4.7.5.4 Parking lot markings shall be painted with white 4-inch wide stripes.

2.4.7.5.5. Crosswalk and stop line markings shall be white thermoplastic striping. For typical detail, see Attachment, CROSSWALK & STOP DETAIL.

2.4.7.5.6 Pavement arrows on roads and parking lots shall be white thermoplastic striping.

2.4.8. Fencing. A temporary security fence shall be provided around the Contractor's operations and storage yard.

2.5. Soils, Pavements and Earthwork.

2.5.1. Soils Investigation Letter Report (Geotechnical Letter Report). Preliminary Soils Investigation Letter Report dated 24 January 2001 for Quad F is furnished in attachment entitled Preliminary Soils Investigation Letter. Based upon the data provided in the RFP and Preliminary Soils Investigation Letter Report, a comprehensive Final Soils Investigation Report shall be furnished by the Offeror to whom this contract is awarded. The Final Soils Investigation Report shall be prepared by a professional engineer registered in the State of Hawaii with more than 10 years of experience in soil mechanics and geotechnical engineering. The Final Soils Investigation Report shall certify to the adequacy of the soil and foundation aspects of the design, including, but not limited to, special foundation types, earthwork construction, surface and subsurface drainage, erosion and siltation prevention during and after construction, and settlement or heave. After Government review of the Final Soils Investigation Report, additional soil borings, testing, and investigation, if required, shall be furnished by the Offeror with the final design documents at no additional cost to the Government.

NOTE TO OFFEROR: The soils investigation report furnished by the Government is a Preliminary Letter Report intended for basic information only. The approximate subsurface soil conditions may not represent conditions at all locations. The flexible pavement sections shall be as required for actual traffic and soil conditions, but in no case shall they be lighter (thinner) than that indicated below and in the Preliminary Soils Investigation Letter Report. Should new traffic parameters or actual soil conditions require a heavier pavement structure, a thicker pavement section shall be furnished by the Offeror.

2.5.2. Minimum Pavement Structures:

Parking Lots: 50 mm (2") Asphaltic Concrete, State DOT IV Mix, 150 mm (6") Base Course, 125 mm (5") Subbase Course

2.5.3. Soil Compaction.

2.5.3.1. Soil compaction shall be per local standards specified for use in this contract and as amended herein. Compact each layer to not less than the percentage of maximum density specified in Table 2-2, determined in accordance with ASTM D 1557 Method D:

**TABLE 2-2 - SOIL COMPACTION**

Subgrade Preparation, Fills, Embankments, and Backfills	Compaction Requirements (Percentage of Maximum Density)	
	Cohesive Material	Cohesionless Materials
Structures & Building Slabs	90	95
Streets, Paved Areas, Bike Paths	90	95
Sidewalks and Grassed Areas	85	90

2.5.3.2. The compaction requirements shall be verified or modifications shall be recommended by the soils engineer in the Final Soils Report wherever engineering, soils, or climatic factors indicate the necessity to do so. Any modification to the stated compaction requirements shall require the approval of the Contracting Officer.

### 2.5.3.3. Soil Classification.

2.5.3.3.1. Cohesionless materials include materials classified in ASTM D 2487 as GW, GP, SW and SP. Cohesive materials include materials classified as GC, SC, ML, CL, and MH. Materials classified as GM and SM shall be identified as cohesionless only when the fines are nonplastic.

2.5.3.3.2. Satisfactory materials for filling and backfilling under all structures and general earthwork shall comprise any excavated on-site materials or imported materials classified in accordance with ASTM D 2487 as GW, GM, GC, GP, SW, SP, SM, SC, ML, MH, and CL, free of organic matter, stones larger than 75 mm (3-inches) in any dimension, other deleterious materials, and expansive values less than or equal to 2% when tested by the CBR method. For imported materials, that portion passing the No. 40 sieve shall be either nonplastic or shall have a liquid limit not greater than 40 and a plasticity index not greater than 15. Liquid limit and plasticity index shall be determined by ASTM D 4318. Where satisfactory materials are not available in sufficient quantity from required excavations, borrow materials shall be obtained from approved sources off Government-control land at the Contractor's responsibility.

2.5.3.4. Soil shall not be compacted in the tree protection zone.

### 2.5.4. Concrete Slab-On-Grade

2.5.4.1. Granular Termite Barrier (GTB): A 100 mm (4-inch) minimum thickness granular termite barrier shall be installed under the concrete slab of the covered gear wash area. The GTB shall be placed under the vapor barrier with a separation geotextile installed between the GTB and the capillary water barrier (CWB).

2.5.4.1.1. Exterior Perimeter Footings: When "stayform" is used to retain a vertical face along the inside of exterior footings, the bottom of the stayform shall be elevated 50 mm (2 inches) above the bottom of the footing to allow GTB material to migrate beneath the bottom of the stayform and separate the stayform and the subgrade. Along the outside edge of the footing, a minimum 100 mm (4-inch) wide, vertical GTB-filled-trench shall be provided. A root control fabric impregnated with plastic nodules containing trifluralin, Bio-barrier Root Control, or equal, shall be installed along the vertical interface between the GTB and the adjacent soil. The root control fabric shall provide continuous and effective root control for 15 years or longer. A cast-in-place concrete strip, 300 mm (12-inch) wide by 75 mm (3-inch) thick, with 5% transverse slope, shall be provided at the ground surface to cap the GTB strip. The concrete strip shall be reinforced with 6/6 X W2.0 X W2.0 WWF. Contraction joints shall be provided at maximum 4'-0" spacing.

2.5.4.1.2. The natural angle of repose of the GTB material is about 10H:3V when dry and 10H:3.75V when wet. Accordingly, GTB on sloping surfaces shall be placed at slopes no steeper than 3H:1V. This will require that the sloping faces of thickened-edge footings, including the under-side concrete fillet at edges of floor slabs, be designed with a batter no steeper than 3H:1V.

2.5.4.1.3. GTB Material Gradation.

<u>Sieve Size</u>	<u>Percent Passing</u>
(4.75 mm) No. 4	100
(2.36 mm) No. 8	95 - 100
(2.00 mm) No. 10	75 - 95
(1.70 mm) No. 12	35 - 50
(1.18 mm) No. 16	0 - 10

2.5.4.1.4. GTB Material Requirements

Rock Type: Basalt

Specific Gravity (ASTM C 128):	2.70 to 2.80
SiO <sub>2</sub> (ASTM C 289):	45% Minimum
L.A. Abrasion, % loss, 500 Revolutions (ASTM C 131):	20% Maximum
Moh Hardness Scale:	5 to 6

2.5.4.1.5. GTB material installed shall be clean and free of debris, dirt or other non-GTB material/substances that would compromise the GTB effectiveness. When GTB is installed in layers, the surface of the layer receiving additional GTB material shall be clean. Previously installed material if not clean shall be removed and replaced prior to installing additional GTB material.

2.5.4.1.6. Penetrations through the GTB other than that necessary for utility pipes/conduits shall not be made unless approved. Pipes laid in GTB material shall not be encased in sleeves or wraps that may provide a hidden path for termites. All utility pipes beneath the floor slab shall be encapsulated in minimum 100 mm (4 inches) of GTB material.

2.5.4.1.7. GTB material shall be compacted using approved equipment and methods.

2.5.4.1.8. No structure or appurtenance that is not protected by GTB material shall be allowed to be in direct contact with the dwelling unit itself

2.5.4.1.9. The Contractor's Design Proposal shall include typical GTB installation details beneath the slab and at pipe penetrations.

2.5.4.1.10. The Contractor shall submit a CQC plan to limit GTB material displacement before and during concrete placement. This is to maintain GTB material integrity and thickness for protection against termite infestation, and to maintain structural integrity of slabs and foundations.

2.5.4.2. Capillary Water Barrier and Vapor Barrier. Except as indicated hereinbelow, capillary water barrier and vapor barrier shall be placed beneath the concrete slab on grade. The capillary water barrier shall be 100 mm (4 inches) thick. The capillary water barrier material shall be a clean, crushed non-porous rock, crushed gravel or uncrushed gravel as approved. The maximum particle size shall be 40 mm (1-1/2 inches) and no more than 2 percent shall pass the 4.75 mm (No. 4) sieve. The capillary water barrier shall be compacted with a minimum of four (4) passes of a hand-operated, plate-type vibratory compactor. A vapor barrier shall be placed directly below the concrete slab and the GTB shall be installed under the vapor barrier but over a separation geotextile which is installed over the CWB layer.

The vapor barrier shall have the following properties:

Minimum 15-mil thick polyolefin geomembrane manufactured with ISO certified virgin resins.		
Water Vapor Transmission Rate	ASTM E-96	not exceeding 0.006 gr./ft <sup>2</sup> /hr.
Permeance Rating	ASTM E-96	not exceeding 0.015 gr./ft <sup>2</sup> /hr.
Water Vapor Retarder	ASTM E-1745	meets or exceeds Class B
Puncture Resistance	ASTM E-1709	minimum 1970 grams
Tensile Strength	ASTM D-638	minimum 45 lbf/in.

Installation of the vapor barrier shall be per manufacturer's instructions with the following as the minimum; joints shall be lapped a minimum of 300 mm (12 inches) and sealed with the manufacturer's recommended mastic or pressure sensitive tape. The vapor barrier shall be lapped over footings or sealed to foundations. The contractor shall check the vapor barrier surface, seams and penetrations at columns and utilities for damage and discontinuities prior to the concrete slab placement. The check shall be performed in the presence of the Contracting Officers Representative.

Standing water on the vapor barrier shall be removed prior to the concrete slab placement. The GTB shall be dampened, free of drainable water, and compacted the day before vapor barrier placement. The

general contractor shall protect all exposed GTB surfaces from ponding of water or rainwater by sealing any entry points in uncompleted slabs or in unroofed buildings.

The separation geotextile shall have the minimum requirements for Class 2 as specified in AASHTO M 288-96 for geotextile survivability requirements.

2.5.5. Earthwork for Building and Utility Systems shall be design and constructed in accordance with UFGS Section 02315, Excavation, Filling and Backfilling for Buildings and Section 02316, Excavation, Trenching, and Backfilling for Utility Systems unless otherwise specified herein or as approved.

2.5.5.1. Satisfactory Materials. Imported satisfactory materials shall be free from stones larger than 75 mm (3-inches) in any dimension.

2.5.5.2. Excavation Permits. Prior to beginning excavation work, the Contractor shall obtain excavation permits from DPW & Verizon. Contractor shall complete the DPW "Excavation Clearance Requirements" and submit the completed form to the Contracting Officer and DPW in order to obtain the following:

- a. "DPW Excavation Permit" for Water, Sewer, Storm Drainage, Electrical, Gas, Fuel lines, etc.
- b. Excavation Permit for telephone lines (communications) form Verizon and DPW Greg Gardner (Bldg. T-121, Fort Shafter, Phone 438-8066).

Contractor shall carry both permits at all times during excavation.

2.5.5.3. Disposal. Excavated material not required or not satisfactory for backfill shall be removed from the site and disposed of off base.

2.5.5.4 Haul Route. Haul route shall be coordinated with the DPW traffic engineer.

2.5.5.5. Special Requirements. Water line trenches shall be of a depth to provide a minimum cover of 1 m (3 ft.) in areas subject to vehicular traffic and 0.70 m (2.5 ft.) in all other areas from the existing ground surface, or from the indicated finish grade, which ever is lower, to the top of pipe.

2.6. Grading and Storm Drainage System. Storm drainage system design shall be designed in accordance with City and County of Honolulu Storm drainage Standards and as specified herein or approved. Construction materials, execution and testing shall be in accordance with UFGS/CEGS Specification Section 2630a, Storm Drainage System; and as specified herein or approved.

2.6.1. General. Drainage from the Quadrangle interior areas building drains and adjacent areas bounded by Waianae Ave., Lewis St. and Foot Ave.; shall be intercepted and drained off site. In addition to the onsite drainage improvements, existing storm drainage lines along Lewis Street and along the realign reach of Foot Ave. shall be upgraded. **The new drain line shall be located within Lewis St. to avoid disturbing the existing trees. The new Lewis Street drain line shall begin at DMH-D6-023 and end at DMH-D6-014. New drainage manholes shall be constructed as required to connect to the existing drainage system. The drainage improvement scope shall include reconstructing all connecting drainage lines that will be affected by the Lewis St. drain line construction work.** Proposals shall be in accordance with the recommendations of the Draft Report, FY96 OMA Family Housing Master Plan and Infrastructure Study, Army Storm Drainage Infrastructure Study For Schofield Barracks, March 2001. A copy of the Draft report and Master Plan Maps will be available for review at Honolulu District, Bldg. 230, Rm. 225, Fort Shafter, Hawaii. After award, Contractor is responsible for validating the study hydraulic analysis and recommendations. Photo copied excerpts from the Storm Drainage Master Plan Maps are included in Attachment, Schofield Barracks Master Plan Maps, Draft Report, FY96 OMA Family Housing Master Plan and Infrastructure Study, Army Storm Drainage Infrastructure Study For Schofield Barracks, The following table indicates the minimum required improvements:

<b>Table 2-3</b>			
BEGIN MH/INLET NO.	END MH/INLET NO.	EXST PIPE DIA. (INCH)	NEW PIPE DIA. (INCH)
<b>DI-D6-085</b>	<b>DI-D6-084</b>	<b>10</b>	<b>18</b>
<b>DI-D6-084</b>	<b>DMH-D6-022</b>	<b>10</b>	<b>24</b>
<b>DI-D6-086</b>	<b>DMH-D6-022</b>	<b>10</b>	<b>18</b>
<b>DMH-D6-023</b>	<b>DMH-D6-022</b>	<b>24</b>	<b>24</b>
DMH-D6-022	DMH-D6-017	24	36
<b>DI-D6-076</b>	<b>DMH-D6-019</b>	<b>12</b>	<b>18</b>
DMH-D6-017	DMH-D6-014	24	42
DMH-D6-032	DMH-D6-047	24	36
DMH-D6-047	DI-D6-130	12	18
DMH-D6-043	DI-D6-121	10	18
DI-D6-121	DI-D6-124	10	18
DI-D8-131	DI-D8-130	8	12
DI-D8-130	DI-D8-066	8	18
DI-D8-066	DI-D8-126	8	24
DI-D8-065	DI-D8-066	18	36

2.6.2. Connections to Existing Systems. Connections to existing systems shall be made at locations as indicated on the drawings or as approved.

2.6.3. Grading and drainage design shall be properly coordinated with surrounding properties and facilities to insure that runoff do not cause damage outside of the project limits. Existing drainage patterns shall be maintained as much as practicable.

2.6.4. Sumps and low points where water ponds shall be avoided whenever practical so as to preclude flooding of buildings and roads when design capacities of drainage systems are exceeded. Where sumps can not be avoided, higher design capacities may be directed for systems draining the sumps and positive overland flow relief provided to preclude flooding of dwelling units and critical utility appurtenances such as electrical transformers.

2.6.5 Inlets and Manholes.

2.6.5.1 Materials shall be of cast-in-place reinforce concrete or pre-cast reinforced concrete sections. Precast manholes shall have eccentric cone tops to permit vertical descent within the manhole.

2.6.5.2 Locate manholes or inlets at intersections, changes in alignment or grade or size, at junctions with laterals of branches or wherever entry for maintenance is required. Storm drain inlets shall be located so that no collection swales flow across a street or sidewalk to reach a storm drain other than where cross gutters are used. For streets and roadways, side opening catch basins are preferable. Distance between points of entry will not be more than 90 meters (300 feet) for conduits with a minimum diameter smaller than 30 inches and up to 150 meters (500 feet) for diameter 30 inches or larger.

2.6.5.3 Inside dimensions of manholes will not be less than 0.760 meter (2.5 feet). Inside dimensions of inlets will provide for not less than 75 mm (3-inches) of wall on either side of the outside diameter of the largest pipe involved or not less than 0.760 meter (2.5 feet), which ever is greater.

2.6.5.4 Manhole frame and cover shall be round will a minimum clear opening of 760mm (30 inches).

2.6.5.5 Manholes and inlets deeper than 900 mm (3 feet) shall have a fixed stainless steel ladder, Type 316 Stainless Steel (SS).

2.6.6. Open ditches and channels are not allowed unless specifically approved. Grassed swales shall have a one (1) percent minimum invert slope unless the invert is paved with and approved concrete lining. Open areas shall be drained by field inlets and an underground collection system, utilize existing system as much as possible. Overland flow shall be held to a minimum. Swales shall have cross-sections that do not restrict the use of powered mowing equipment.

2.6.7. All streets shall be crowned or sloped to drain. Concrete gutters shall be provided on both sides of streets. Street drain inlets shall be curb opening type. Drop inlets with grates are not allowed.

2.6.8 Maximum Gutter Flow. Maximum flow in all gutters shall be restricted to the quantity, which will cause flooding of 1/2 of the adjacent traffic lane at the design storm. When this flow is reached, it shall be intercepted by catch basins and removed to an underground drainage system.

2.6.9. Minimal size for drain pipes along roadways and vehicle traffic areas shall be 450 mm (18-inches) and pipe material reinforced concrete. Minimal pipe size for all other areas shall be 300 mm (12-inch) and materials shall be reinforced concrete pipe, schedule 40 PVC pipe, or smooth interior corrugated polyethylene pipe. For corrugated polyethylene pipe, the couplings joints shall be the watertight type.

2.6.10. Grade Transitions around Existing Tree. The natural grade shall be maintained within the tree protection zone. Surface drainage away from existing trees shall be provided. For additional tree protection requirements, see Subsection 9, Landscaping Design.

2.6.11. EPA National Pollution Discharge Elimination System (NPDES) Permits. The Design-Building Contractor shall determine if a permit is required. If the permit is required, the Contractor shall prepare the documentation for the Storm Water Prevention Plan (SWPPP) and monitoring plan and submit to the Contracting Officer's Representative.

2.6.12. Storm Runoff Calculation. Storm runoff shall be calculated with consideration for the following:

2.6.12.1. Select design values to be used in the storm drainage design calculations, including rainfall intensity, drainage area, and runoff coefficients.

2.6.12.2. Select storm drainage plan with respect to planned connections to the existing storm drainage system, when applicable.

2.6.12.3. Alternate schemes considered in arriving at selected storm drainage plan.

2.6.12.4. Principal means of collection and disposal of storm water in the new storm drainage system. Include calculations for runoff, sizing of pipe and drainage structures (inlets and drainage control structures and roof drainage pipe).

2.6.12.5. Method proposed for handling roof runoff from gutter downspouts (roof drain collector system into drainage system).

2.6.12.6. Connections of building's mechanical drains to outside drainage system, where applicable, and cross referencing to the appropriate section and design discipline, when required.

2.6.13 Specific Storm Drainage Criteria.

A 10-year 1-hour intensity design storm shall be used to calculate the runoff. The time of concentration (Tc) for storm drainage system shall be no less than 10 minutes for paved areas and 20 minutes for turfed areas. Runoff shall be controlled by a storm drainage system properly designed to eliminate erosion.

Storm drainage systems will be so designed that the hydraulic gradeline for the computed design discharge in as near optimum depth as practicable and velocities are not less than 0.760 m/s/2.5 feet/s when drains are one third or more full.

2.6.14 Sidewalk Culverts. Sidewalk culverts are not permitted.

2.7. Water Distribution System. Water system shall be designed in accordance with TM 5-813-5, Water Supply Distribution Systems (A copy of TM 813-5 is attached.) and Military Handbook Fire Protection for Facilities Engineering, Design and Construction, (Mil Hdbk 1008c); and as indicated herein or approved. Construction materials, execution and testing shall be in accordance with UFGS Section 02510, Water Distribution System; and as specified herein or approved.

2.7.1. General. The existing water systems servicing the existing quadrangle facilities shall be removed and replaced (unless other wise indicated or approved) with upgrade systems to support renovated and new facility service requirements and to meet current design and construction standards.

2.7.2. Connections to Existing Systems. Contractor shall connect to the existing 300-mm (12-inch) water main along Waianae Avenue, as indicated on the drawings or as approved.

2.7.3. Mains. Mains shall be considered as that part of the distribution system that supplies fire hydrants. Water mains shall be looped with no dead ends unless specifically approved in writing. Minimum main size shall be 200 mm (8 inches). Mains shall be ductile iron or Polyvinyl chloride (PVC). All ductile iron pipes, cast iron fittings to include couplings and valves shall be wrapped with 8-mil thick polyethylene encasement per AWWA C105.

2.7.4. Main Locations. Mains shall be generally located along streets setback a minimum of 1.5m (5 feet) from pavement areas, and on the street side opposite from electrical/telephone/CATV lines. Mains shall be setback a minimum of 1.5 m (5 feet) from any building or structure. This shall be specifically coordinated between civil and electrical design disciplines during proposal stage.

2.7.5. Main Markers and Tracing Wires. All mains shall be provided with commercial plastic marking tape specifically manufactured for this use. Tracing wire shall be copper solid #10 and shall extend into valve box stations.

2.7.6. Flow and Pressures. The distribution system must reliably and economically supply water, in adequate quantities and at adequate pressures. Criteria for determining domestic water demands shall be per TM 5-813-1/AFM 88-10, Volume 1., Chapter 2. Criteria for determining fire flow demands shall be per Mil Hdbk 1008c. Minimum ground-level residual pressures at fire hydrants will be at least 10 pounds per square inch while supplying flows.

2.7.7. Hydrant Flow Test Data. The following flow test data are provide for offeror's use to evaluate available water supply and design water systems: (Note that after award of D-B contract, the contractor is responsible for verify the pressure and flow capacity of the system. Any subsequent hydrant flow tests shall be conducted with the Schofield clear well pumps off. POC for Schofield Barracks Water Plant is Wade Nakai, 655-2510.)

Test Date/Time: 30 Jan. 2001/10:00 am

Clear Well Pumps Off/On: Off\*

Static/Residual Pressure Hydrant ID: F-1 (Corner of Waianae Ave. and Lewis St.)

Static Pressure (psi): 47

Residual (psi): 42

Flow/Test Hydrant ID: F-5 (Waianae Ave. and adjacent to Bldg. 627)

Nozzle Diameter Flowed: 2.5 -inch  
Flow (GPM): 890

2.7.8. Fire Hydrants. Fire hydrant special requirements are as follows.

2.7.8.1. Type and Nozzles. Fire hydrants shall be wet-barrel with one 4-1/2 inch and two 2-1/2 inch outlets, with the center of hose outlets a minimum of 0.45 m (18 inches) above finish grade. Each hydrant shall include a quick coupling type adapter for fire pumper truck connection. Each hydrant shall have a quick-coupler furnished for the 115-mm (4.5-inch) outlet. Each hydrant supply shall be provided with minimum 6" connection through shutoff valve and isolation valve box.

2.7.8.2 Spacing. Hydrant distributions will conform to TM 5-813-5/AFM 88-10, Vol. 5., Mil Hdbk 1008c and the following requirements.

2.7.8.3. Hydrants shall be located a minimum of 15.2 m (50 feet) from buildings protected and in no case will hydrants be located closer than 25 feet to a building, except where building walls are blank firewalls. Hydrants shall be located near intersections for maximum coverage and on fire truck approaches to buildings, especially for dead-end streets. At least one hydrant shall be located within 150 feet of the building sprinkler riser fire department connection. Hydrants shall not be located in sidewalks or where obstructed by structures or landscaping. Hydrants shall not be located near electrical transformers or all types of utility manholes or handholes to preclude flooding should a break occur.

2.7.8.4. Hydrant locations along streets shall be identified with approved raised blue pavement reflector markers offset 100 mm (4 inches) towards the hydrant from the road center.

2.7.8.5. Hydrants shall be painted Norwood brown; exact color to be coordinated with the Contracting Officer.

2.7.9. Service Laterals and Water Meters. Meters shall be provided to allow the monitoring of water consumption for Quad F buildings. Meters shall be adequately sized to meet the building water flow and pressure demand. Maximum velocity shall be 10 feet per second. Meters shall be located in accessible areas out of the way of vehicular traffic. Special requirements are as follows.

2.7.9.1. Water Meters shall be of one manufacturer and of the same model for a given size. Meters shall be of the displacement or vertical turbine type conforming to AWWA C701 Class II unless otherwise specified or approved. Meters shall be sized and of the appropriate type to insure adequate service pressures and flow can be maintained within manufacturer sizing recommendations. The main casing shall be bronze with stainless steel external fasteners. Registers shall be straight -reading type, shall be permanently sealed and shall read in U.S.-gallons. Digital indicator-totalizer shall be sealed and magnetically coupled with the driving mechanism. A leak detector hand shall be provided to indicate very low flow (due to leakage). Connections shall be suitable to the type of pipe and conditions encountered. Register type shall be an encoder-type remote register designed in accordance with AWWA C707. Remote mounting adapter kit with up to 15.24m (50 ft) of cable shall be used to connect the water meter to the remote sensor on the building. Meters shall comply with the accuracy and capacity requirements of AWWA C701.

2.7.9.2. Meters Boxes. Meters shall be installed in approved meter boxes or vaults large enough for the installation of a shut off valve and meter and shall be large enough for easy maintenance and removal of meters. Meter registers shall be readily readable with reading ports in box covers provided. Shut off valves shall be provided on each side of meters. Straight pipe sections shall be provided when recommended by the manufacturer. Meters larger than 50 mm (2 inches) shall be provided with bypass line and valve of approved size. Meter boxes set in paved areas subject to vehicular traffic shall be cast iron, or concrete with cast iron lid and cast iron meter reader lid. Boxes set in sidewalks, not subject to vehicular traffic, shall be concrete with cast iron lid and cast iron meter reader lid. Plastic boxes and lids shall not be used. Box height shall extend from invert of the meter to final grade at the meter location. The lid shall have the word "WATER" cast in it.

2.7.9.3. Contractor shall as directed provide to the Contracting Officer for turn over to DPW a minimum of one-meter splice and one spare meter each size installed in this project.

2.7.9.4. When a meter services a single building, the pressure regulator shall be installed above ground.

2.7.9.5. Service lines shall be engineered with building interior plumbing to insure that wide fluctuations in pressure, water flow, and temperature do not occur. Meter head losses shall be included in design analyses hydraulic calculations for domestic services.

2.7.9.6. Each building shall have an exterior shut off valve with valve box installed underground.

2.7.9.7. Service lines shall not cross streets and driveways except for connections to mains.

2.7.9.8. Service lines shall be copper pipe and fittings, Type "K", polyvinyl chloride (PVC), or ductile iron unless other wised approved.

2.7.10. Water main Clearances to Sewers. Water mains shall be laid horizontally 3 m (10 feet) or more from sanitary sewers. Exception is where the bottom of the water pipe is a minimum of 450 mm (18 inches) above the sewer pipe top, in which case, the horizontal separation shall be 1.8 m (6 feet) or greater. Service lines shall have a minimum vertical separation of 300-mm (12 inches) above sewer laterals unless otherwise approved. Where water mains cross within 450 mm (18 inches) above or any distance below gravity flow sanitary sewer lines, the sewer pipe shall be encased with an approved reinforced concrete jacket of 150 mm (6 inch) minimum cover around the pipe to a distance of 3 m (10 feet) horizontally from the water line. Encasement shall start and end at sewer pipe joints.

2.7.11. Miscellaneous Appurtenances. Miscellaneous appurtenances shall be as approved.

2.7.12. Bacteriological Disinfection.

Before acceptance of potable water operation, each unit of completed waterline shall be disinfected in accordance with UFGS Section 2510, Water Distribution System and AWWA C651 unless otherwise specified herein or approved. From several points in the unit, the Contracting officer will take samples of the water in proper sterilized containers for bacterial examination. The unit will not be accepted until satisfactory bacteriological results have been obtained. Contractor shall be responsible for neutralization of and proper disposal of testing and disinfection waters in accordance with State of Hawaii and Tripler Army Medical Center, Preventive Medicine Office, regulations, etc. The chlorinated water may be used for watering grassy areas if the chlorine concentration is reduced to that of drinking water.

2.7.13. Lead Residual. Following the bacteriological disinfection and testing, the system shall be flushed with a sufficient velocity of water and sufficient tests performed at each hot and cold water discharge point until no more than 15 ppb lead residuals remain in the system. All test and samples shall be performed in accordance with state and, if applicable, Federal regulations. Samples for testing are to be collected after a 6-hour continuous period of no flushing, and will be considered first draw samples. The commercial laboratory shall be certified by the state's approving authority for examination of potable water. Lead residual tests results shall be submitted to the Contracting Officer. The system will not be accepted until satisfactory bacteriological results and lead test residual test results have been obtained. All flushing and testing for lead residuals, including.

2.7.14. Interruption of Water Supply. Contractor shall inform the Contracting Officer a minimum of 45 calendar days in advance of any interruption of service in the existing water system. Valves shall be closed and opened only by DPW authorized personnel unless otherwise approved in writing.

2.7.15. Pressure Reducing Valves. Main line pressure reducing valves are not permitted in this project.

2.7.16. Protection from Fire Systems. Potable water supplies to fire protection systems, including but not limited to stand pipes and automatic sprinkler systems, shall be protected from backpressure and back siphonage by a double check valve assembly. The valve assembly shall be located down stream of the post indicator valve and before the building riser pipe connection. Double check valve assembly shall in accordance with AWWA C506 and NFPA 24. Valve assemblies shall be of one manufacturer and of the same model for a given size.

2.7.17. Post Indicator Valves. Every connection from a private fire service main to a building shall be provided with a listed indicating valve so located as to control all sources of water except fire department connections unless otherwise approved by the authority having jurisdiction. Post indicator valves shall be located not less than 12.2 m (40 ft) from buildings. When necessary to place a valve closer to a building, the indicator post shall be located at a blank part of a wall.

2.8. Sanitary Sewage System. The sanitary sewage system shall be designed in accordance with Technical Instructions, TI-814-10, Wastewater Collection; and as specified herein or approved. Construction materials, execution and testing shall be in accordance with UFGS Section 02531A, Sanitary Sewers and as specified herein or approved.

2.8.1 General. The existing sewer systems servicing the existing quadrangle facilities shall be removed and replaced (unless otherwise indicated or approved) with upgrade systems to support renovated and new facility service requirements and to meet current design and construction standards.

2.8.2. Connections to Existing Systems and Layouts. Contractor shall connect to existing sewer manhole S-500-28, as indicated on the attached RFP drawings or as approved. Designer shall ensure that down stream systems have adequate capacity to meet peak design flows.

2.8.2.1. Sewer mains shall be located along street or off-streets in readily accessible areas. Sewer mains in streets shall be located such that manholes are installed 2.4 m (8 feet) or greater from curb faces and away from street low points to minimize water infiltration.

2.8.2.2. Mains shall be 200-mm (8 inches) minimum size.

2.8.2.3. All mains shall be provided with copper solid #10 tracing wire.

2.8.2.4. Prior to design, the project civil engineer shall inspect the proposed connection points to existing manholes and determine if the sewer line is flowing near capacity. If the existing line is flowing near capacity, the invert of the new main should be set to be above the crown of existing main.

2.8.2.5. Connections to existing mains should be less than 90 degrees to the main line flow.

2.8.2.6. Pipe material for sewer mains and laterals shall be plastic pipe within minimal pipe joints.

2.8.3. Manholes.

2.8.3.1. Precast manholes shall have eccentric cone tops to permit vertical descent within the manhole.

2.8.3.2. Manholes shall have essentially watertight walls and pipe connections to control ground water infiltration.

2.8.3.3. Manholes deeper than 900 mm (3 feet) shall have stainless steel rungs, Type 316 Stainless Steel (SS).

2.8.3.4. Each new or modified manhole that is located in roads or grass areas that are located in low areas subject to flooding shall be installed with manhole cover inserts to prevent inflow of rainwater; reduce manhole rattling and flipping due to street traffic; and prevent dirt and debris from entering

collection system through manhole cover. Manhole insert material and dimensions shall be in accordance with City and County of Honolulu Standards and as specified herein.

2.8.3.4.1. The inserts shall be made of corrosion proof material suitable for atmospheres containing hydrogen sulfide and diluted sulfuric acid as well as other gases associated with wastewater collection. The body of the material shall be made of high density polyethylene co-polymer, or approved equal that meets ASTM Specifications Designation D1248, Class A, Category 5, Type III, equal to Marlex HXM 50100 (extra high molecular weight hexene co polymer).

2.8.3.4.2. The manhole inserts shall have a minimum impact brittleness temperature of 105 degrees Fahrenheit or less. The thickness shall be uniform 1/8-inch or greater. The material shall be firm enough such that the inserts will not fold and fall into the manhole due to any accumulation of debris and water. It shall also be resistant to environmental stress cracking.

2.8.3.4.3. The gasket shall be made of closed cell neoprene. The gasket shall have pressure sensitive adhesive on one side and be placed under the weight bearing surface of the manhole insert by the manufacturer. The adhesive must be compatible with the insert material to form a long lasting bond in wet or dry conditions.

2.8.3.4.4. A lift strap shall be attached to the rising edge of the bowl of the manhole inserts with a stainless steel rivet. The lift strap shall be made of one-inch (1") wide, woven polypropylene web and sheared on all cut ends to prevent unraveling. The inserts shall be sized to fit City and County of Honolulu Standard Type SA manhole frame and covers.

2.8.3.5. New manholes should be located to avoid bends 90 degrees or larger.

2.8.3.6. Drop Manholes, if required, shall be in accordance with City and County of Honolulu standards.

2.8.3.7. Abandoned Manholes and Sewer lines. Abandoned sewer lines should be plugged with concrete at each end. The concrete plug shall extend from the manhole to a minimum 0.6 m (2 ft.) into the abandoned line. Abandoned manholes shall have the bottoms cracked to permit subsurface water drainage through the bottom. The manhole shall be backfilled with (a) compacted granular material, base course or S4C or (b) lean concrete. The manhole cover should be completely removed along with the manhole cone or the upper 1 m or (3 ft.) for cast-in-place manholes.

#### 2.8.4 Sewer Laterals.

2.8.4.1. Laterals minimum size shall be 150 mm (6 inches). Laterals shall be sized based upon fixture unit flow.

2.8.4.2. Minimum lateral slope shall be 1.0 percent unless otherwise approved.

2.8.4.3. Building connections shall be planned to eliminate as many bends as practical and provide convenience in rodding. Bends greater than 45 degrees made with one fitting should be avoided; combinations of elbows such as 45-45 or 30-60 degrees should be used with a cleanout provided. Only house sewer lines may be placed under buildings; however, one sewer lateral may be provided for one housing building with multiple dwelling units provided adequate cleanouts are furnished to effect easy maintenance. Such sewer designs shall be as approved. Multiple dwelling unit single laterals shall have a cleanout installed where the line exits the structure and within 1.5 m (5 feet) of the exterior wall.

2.8.4.4. Laterals shall use standard "wye" fittings. Cleanouts shall be provided at all junctions and major bends as directed. However, a manhole must be used if the connection is more than 30 m (100 feet) from the building cleanout.

2.8.4.5. Cleanouts shall be of approved materials and design. They shall be installed on all building connections to provide a means for inserting rods in to the underground pipe and installed flush with the

finish ground to preclude damage to mower equipment and tripping. Two-way cleanout shall be provided at building connections to permit complete rodding of the building connection. Preferably the cleanout will be of the same diameter as the building sewer, and never smaller than 150 mm (6-inches). Cleanout cap shall be recess type. Cleanout tops in grassed areas shall be provided with a 375 mm (15 inch) square by 150 mm (6 inch) thick concrete collar reinforced with #3 rebar on all sides.

2.8.4.6. New lateral inverts should be above the crown of existing mains.

2.8.5. Sewer Pipe Joints. Sewer mains within the tree drip line shall be wrapped at the joints with a 'bio' or root type barrier membrane. Root barrier shall be suitable for pipe joint wrap application and shall be installed in accordance with the manufacturer's specifications.

2.9. Mechanical Design - Site Redevelopment.

2.9.1 Underground Chilled Water (for Air Conditioning) and Hot Water (Domestic) Distribution Systems: Where used, systems shall comply with the requirements of CEGS 02555 titled "Pre-Fabricated Underground Heating/Cooling Distribution System". It should be noted that existing Quad F chilled water distribution system is looped to the chilled water distribution system of Quad E. As-built drawings (Hawaiian Electric drawings dated August 2000 which are provided as part of this RFP package) show the location of this loop piping. Design for this project shall replace the Quad F distribution system and the portion of the chilled water system that feeds Quad E up to Lewis Street. New chilled water distribution layout within Quad F will be left to the designer

2.9.2 For additional exterior site design requirements, see Subsection, General Design - Mechanical.

2.10. Electrical Design - Site Redevelopment.

2.10.1 For exterior electrical distribution, lighting, telecommunication, cable television system general design requirements, see Subsection, General Design - Electrical.

### 3. GENERAL DESIGN - ARCHITECTURE

3.1. General Requirements. This section applies to all buildings under this RFP unless specifically noted otherwise in sections 13 through 18.

3.2 Sound Attenuation. This paragraph is limited to new construction.

3.2.1. Testing. Certified proof-of-performance field tests will be conducted to demonstrate that the floor and wall systems as constructed provide the required sound isolation. Tests for air-borne sound shall be made in compliance with ASTM E336. Tests for impact sound shall be made in compliance with ASTM E1007. Testing of 10 percent (minimum) of each type of floor and wall system is required. Location of test sites will be chosen at random by the Contracting Officer.

3.2.1.1.1 Any wall or floor system found to be inadequate shall have the deficiencies corrected and the additional qualifying tests conducted at the contractor's expense. Testing at the contractor's expense of greater than 10 percent of each system may be required if the Contracting Officer determines that the quality of construction requires this additional testing.

3.2.2. Party walls and party floors (floor/ceiling construction between different organizational units) shall be designed to provide the minimum airborne sound transmission ratings and impact isolation ratings stated in Table 3-1.

**TABLE 3-1 - SOUND TRANSMISSION STANDARDS  
FOR PARTY WALLS AND PARTY FLOOR CONSTRUCTION**

Area	FSTC <sup>1</sup>	FIIC <sup>2</sup>
Party Walls	52	N/A
Party Floors at Primary Sleeping/Living Rooms.	52	65
Party Floors at Bathrooms, Utility, Laundry, & Equipment Rooms.	52	57

Note<sup>1</sup>: Field Sound Transmission Class. See ASTM E336.

Note<sup>2</sup>: Field Impact Isolation Class. See ASTM E1007.

3.2.3. Insulation. Insulation shall be provided to meet the following requirements:

Thermal and sound insulation shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less exclusive of the vapor barrier when tested in accordance with ASTM E 84. A vapor barrier shall be provided on the warm side of exterior and ceiling insulation for thermal insulation.

3.2.3.1. Urethane is not allowed as an insulation material.

#### Interior Finishes.

3.3.1. Walls and ceilings. Provide 13 mm (1/2-inches) gypsum wallboard, taped and slightly textured finished. Water-resistant wallboard shall be used in wet areas such as bathroom and laundry rooms, and cementitious backer board shall be used for ceramic tile applications. Textured ceiling finish may be provided in areas other than laundry or bathrooms. Interior finish on walls and ceilings shall be in accordance with NFPA 101. Provide access to maintain and service equipment above the ceiling.

3.3.2. Flooring and base. Laundry and utility room flooring shall be sheet, seamless vinyl with wood or vinyl base. All other flooring areas shall have 2 mm (3/32-inches) vinyl composition tile with wood base

or resilient base. Public bathrooms shall have ceramic tile flooring with ceramic tile base, terrazzo, or seamless sheet vinyl with premolded vinyl base or terrazzo base to match.

3.3.2.1. Sheet vinyl shall conform to ASTM F 1303, Type II, Grade 1. Sheet and tile vinyl flooring shall be installed as a monolithic material with seams welded or bonded for a seamless installation.

3.3.2.2. Ceramic tile shall conform to ANSI 137.1, moderate or heavy grade.

3.3.(3) Paint Finishes and Coating:

3.3.3.1. Interior surfaces, except factory prefinished material, shall be painted a minimum of one prime coat and one finish coat. Baths and laundry rooms, and all their painted trim shall be finish painted with semi-gloss latex. Natural finished interior doors are acceptable. All other areas shall be water-based latex low sheen washable eggshell finish for walls/trim and water-based latex low sheen washable eggshell finish for ceilings. Oil-based paint is not allowed except for surfaces that require special coating. Interior paint finish may be textured. When semi-gloss and low sheen painted surfaces are adjacent to each other, the wall surfaces in the room shall be finished with semi-gloss paint to avoid having two different finishes adjacent to each other.

3.3.3.2. All exterior surfaces, except brick, and factory finished siding, including all utility appendages, shall receive a minimum of one prime coat and two finish coats of paint. Exterior paint shall be water-based latex. Exterior low sheen stains (two coats) will be acceptable, where appropriate for wood. Stucco shall be provided with integral color and shall be sealed with a sealer as recommended by the manufacturer. Oil-based paint is not allowed except for surfaces that require special coating.

3.3.3.2.1. If CMU is used, a base coat solvent-thinned block filler, Fed. Spec. TT-F-1098 shall be used for the interior and a base coat of cement-emulsion filler shall be used for the exterior. The option to use Fed. Spec. TT-F-1098 for the exterior may be exercised if contractor can demonstrate that multiple coats applied will provide a pinhole free finish.

3.3.3.2.2. Finish coats for all CMU and concrete surfaces shall be Fed. Spec. TT-P-19.

3.3.3.3. Exterior Finish coatings will be the manufacturer's standard base coat/finish with acrylic coating systems.

3.3.3.4. Application of Paint: Paint shall be applied by brush or roller. Spray painting method shall be used only under approved conditions. Spraying shall be done only when there is no wind, or under very low wind velocity. When wind velocity increases, all spraying operation shall be stopped as directed by the Contracting Officer. Before start of spraying, all surfaces that do not require painting shall be completely masked and protected. Adequate drop cloths shall be provided over floors, adjacent sidewalks, and over all cars parked nearby that may be stained or damaged from the spray work. The Contractor shall be liable for all damage resulting from the spray painting operation. All such damages shall be satisfactorily repaired and resolved at no additional cost to the Government. Adequate ventilation shall be provided during paint application. Respirators shall be worn by all persons engaged in spray painting. Adjacent areas shall be protected by approved precautionary measures.

3.3.4. Painting Schedule: Primers, paints, and stains shall meet or exceed the latest Federal publications listed, and shall be lead free conforming to The Consumer Product Safety Act (CPSA). Interior surfaces, except factory prefinished material, shall be painted a minimum of one prime coat and one finish coat. All walls and ceilings in baths, laundry, utility rooms, and all painted trim shall be painted with semi-gloss latex. Colors shall be submitted by the Contractor and approved by the Contracting Officer. Blown-on acoustic finish is prohibited.

3.3.4.1. Paints shall meet the following publications. All paints and stain, including color pigments, shall be "lead-free", conforming to The Consumer Product Safety Act (CPSA). The following publications are for reference only.

Federal Specifications (FS):

TT-C-542	Coating, Polyurethane, Oil-Free, Moisture Curing
TT-C-555	Coating, Textured (For Interior and Exterior Masonry Surfaces)
TT-E-489	Enamel, Alkyd, Gloss (For Exterior and Interior Surfaces)
TT-E-2784	Enamel (Acrylic-Emulsion, Exterior Gloss and Semigloss)
TT-P-19	Paint, Latex (Acrylic Emulsion), Exterior, Wood and Masonry
TT-P-28	Paint, Aluminum, Heat Resisting (1200 Degrees F.)
TT-P-38	Paint, Aluminum, Ready-Mixed
TT-P-645	Primer, Paint, Zinc-Molybdate, Alkyd Type
TT-S-176	Sealer, Surface, Varnish Type, Floor, Wood and Cork
TT-S-223	Sealer, Surface, Floor, Water Emulsion Type
TT-S-708	Stain, Oil; Semi-Transparent, Wood, Exterior
TT-S-001992	Stain, Latex, Exterior For Wood Surface
TT-V119	Varnish, Spar, Phenolic-Resin
TT-V-121	Varnish, Spar, Water-Resisting

Commercial Item Description (CID):

A-A-1500	Sealer Surfaces (Latex Block Filler)
A-A-1546	Rubbing Varnish
A-A-1632	(Basic) Varnish, Asphalt
A-A-1788	(Basic) Varnish, Oil: Interior
A-A-2246	Paint, Latex (Gloss, Interior)
A-A-2247	Paint, Latex (Semigloss, Interior)
A-A-2248	Paint, Latex, (Flat, Interior)
A-A-2235	(Basic) Sealer, surface (Varnish Type, Wood and Cork Floors)
A-A-2336	Primer Coating (Oil-Alkyd, Exterior Wood, White and Tints)
A-A-2339	(Basic) Stain (Wood, Solvent-Dye Type)
A-A-2340	Primer Coating (Latex, White, for Gypsum Wallboard)
A-A-2542	(Basic) Sealer, Terrazzo and concrete Floors, Water based
A-A-2834	Urethane, Waterborne (Low VOC, Clear)
A-A-2867	(Basic) Coating, Polyurethane, Single component Moisture Cure, Aliphatic
A-A-2962	(Basic) Enamel, Alkyd
A-A-2994	(Basic) Primer Coating, Interior, for Walls and Woods

Steel Structures Painting Council (SSPC) Specifications:

SSPC -Paint 5	(1991) Zinc Dust, Zinc Oxide & Phenolic Varnish Paint
SSPC-Paint 18	Chlorinated Rubber Intermediate Coat Paint
SSPC-Paint 20	(1991) Zinc-Rich Primers (Type I - Inorganic and Type II - Organic)
SSPC-Paint 25	(1991) Red Iron Oxide, Zinc Oxide, Raw Linseed Oil and Alkyd Primer (Without Lead and Chromate Pigments)
SSPC-Paint 26	(1991) Slow Drying Linseed Oil Black Maintenance Primer (Without Lead and Chromate Pigments)
SSPC SP 1	(1982) Solvent Cleaning
SSPC SP 2	(1995) Hand Tool Cleaning
SSPC SP 3	(1995) Power Tool Cleaning
SSPC SP 6	(1994) Commercial Blast Cleaning
SSPC SP 7	(1994) Brush-Off Blast Cleaning

3.3.4.2. Cement-Emulsion Fill Coat: Fill coat shall be an acrylic-based fill coat and shall consist of the following:

White Portland cement: 7.5 kg (16.5 pounds).

Aggregate: 15.2 kg (33.5 pounds).

Mixing liquid: 2.8 L (0.75 gallon).

Potable water: 3.8 L (1.0 gallon) maximum.

Exterior emulsion paint: 3.8 L (1.0 gallon).

3.3.4.2.1. The white Portland cement shall conform to ASTM C 150, Type I. The aggregate shall be washed silica sand of the following gradation:

<u>U.S. Sieve Size</u>	<u>Percent Sand (by Weight) Passing Individual Sieve</u>
20	100
30	95 - 100
50	30 - 65
100	0 - 10
200	0 - 1

3.3.4.2.2. The mixing liquid shall be a factory-prepared acrylic containing 46 to 47 percent solids. The exterior emulsion paint shall be exterior acrylic emulsion paint conforming to Fed. Spec. TT-E-2784, Type III.

3.3.4.3. Paints used on surfaces in areas of high humidity where mildew is possible and on fabric or vapor barrier over insulation shall contain a mildewcide. The mildewcide will not adversely affect the

color, texture, or durability of the coating. The mildewcide shall be incorporated into the paint by the manufacturer and shall attain a surface disfigurement rating of 8 or greater when tested in accordance with ASTM D 3273 and evaluated in accordance with ASTM D 3274. Mercurial mildewcide and insecticides shall not be used in paints.

3.3.4.4. Colors shall be as approved from schemes submitted with proposal. All interior paint surfaces shall be painted off-white. Each proposal shall include three basic exterior and interior color coordinated schemes and color samples. Floor tile, and miniblinds, shall be neutral colors. Final selection of exterior colors will be made by the Installation Commander, (USAG-HI). Exterior color selections shall conform to the Installation Exterior Architectural Plan (IEAP).

All exterior wood trim to include framing members around garage door openings shall be "back-primed" (surfaces that will be inaccessible to field painting after installation of the wood trim shall be primed with one coat of primer before installation).

3.4. Roofing and Drainage. **Replace roofs of all buildings.** Minimum slopes for existing roofs shall be **1:24** (1/2-inch: 1 ft).

3.4.1. Roof water. Conductor heads, scuppers and downspouts shall be provided for all roof areas. Provide calculation of gutter and downspout size if the existing conductor heads, scuppers and downspout dimensions can not be determined. Calculations should be in accordance with SMACNA-02, Architectural Sheet Metal Manual. Downspouts draining onto a lower roof shall have metal or plastic splash deflectors. Splash blocks shall be provided under downspouts if not connected to the storm drainage system.

3.4.2. Roof surface. Roof surfaces shall be light colored to minimize heat gain. Roof water shall be diverted away from entrances and foundations. Flashing made of nonferrous metal are highly desirable. Splash blocks shall be provided under downspouts not connected to storm drainage system.

3.4.3. Sheet Metal Work. Sheet metal materials, in order of preference, are as follows:

	<u>Order of Preference</u>	<u>Sheet Metal Materials</u>
1		Stainless Steel
2		Copper
3		Aluminum
4		PVC (for gutters and downspouts only)

Note: Flashing - Continuous stepped flashing to be installed at wall adjacent to roof slope. Design to facilitate easy maintenance and removal of roofing without removing or damaging the wall sidings. Galvanized sheet metal shall be shop-primed and painted. Provide metal drip edge of flashing at roof eaves.

3.4.4. Conductor heads, scuppers and downspouts shall be adequately sized to meet the following Design Rainfall Intensities:

Schofield Barracks: Design Rainfall Intensity (hourly in inches for a 5-minute period to be expected once in 10 years) = 188 mm (7.4 inches).

3.5. Exterior Finishes. Emphasis shall be placed on low maintenance and durability for exterior finish materials. Materials shall be residential in size, scale, and texture. Exterior wall materials are as follows:

<u>Order of Preference</u>	<u>Exterior Wall Materials</u>
1	Concrete - painted

- 2 Concrete masonry units (CMU) - painted.
- 3 Portland cement plaster (stucco) on metal lath with integral colored finish.
- 4 Exterior Insulation and Finish System/Exterior Finish System.

Note: Other exterior wall materials of equal quality and durability shall be evaluated and their position in the order of preference shall be considered where appropriate.

3.5.1. Termite decay and protection for exterior wood materials (siding, trims, etc.) shall be in accordance with National Wood Window and Door Association (NWWDA) Standards. Each piece of treated material shall bear identification of the testing agency to indicate performance in accordance with NWWDA.

3.5.2. Trim elements. Aluminum or vinyl clad wood trim is preferred over painted or stained wood trim. Painted exterior surfaces shall be minimized. When exterior exposed wood trim is used the following requirements apply:

3.5.2.1. Exposed wood, such as window trim, door sills, window sills, railings and balusters, trellis, wood fencing, arbors, solar shading devices including louvers, arbors, and trellis shall be treated for rot resistance in accordance with NWWDA Industry Standards I.S.4, Water Repellent Preservative Treatment for Millwork.

3.5.2.2. Exterior surfaces requiring painting shall receive a minimum of one prime coat and two finish coats of paint. Wood trim frames, etc., shall be back primed. Exterior semi-transparent low sheen stains, two coats, are acceptable, where appropriate for wood, plywood, etc.

3.5.2.3. Existing exterior stair treads and landings shall be provided with non-slip type treads. Exposed wood rails and trim shall be treated to deter damage from (moisture decay and termite infestation).

3.6. Windows and Doors. Windows and glazed door (50% or more glass) units shall meet the following standards and must be certified by an independent testing laboratory. Windows that slide (double-hung, single-hung, and horizontal sliding) and glass exterior doors shall meet the standards for hung units. Standards for casement windows shall apply to all hinged or fixed windows. Other window types may be used if they have been tested and conform to the standards for hung windows. Window frames constructed of a composite material (blend of wood fiber and thermoplastic polymer) similar or equal to Fibrex® is preferred. The contractor will provide the manufacturer's certification that the window provided meets the following test requirements:

3.6.1. Windows and Sliding Glass Doors.

3.6.1.1. Required Tests. Hung units will meet a National Fenestration Rating Council (NFRC) design pressure rating of 25. Casement windows will meet NFRC design pressure rating of 40. Evidence of passing the following specific tests and minimum standards are required to achieve these design pressure standards.

3.6.1.1.1. Structural Testing. Using ASTM E330, test results shall demonstrate no glass breakage, damage to hardware, or permanent deformation that would cause any malfunction or impair the operation of the unit. Residual deflection of any member shall not exceed 0.4% of its span. Hung windows shall be tested at pressures of 1796 Pa (37.5 lb/ft<sup>2</sup>), and casement windows shall be tested at pressures of 2873 Pa (60.0 lb/ft<sup>2</sup>).

3.6.1.1.1. Operating Force. The force necessary to unlatch and open units shall not exceed 13.6 k (30 lb) for hung units and 15.9 k (35 lb) for casements.

3.6.1.1.2. Air Infiltration. Using ASTM E283, leakage rate shall not exceed .65 l/min/m<sup>2</sup> (0.25 ft<sup>3</sup>/min/ft<sup>2</sup>) for hung units and .39 l/min/m<sup>2</sup> (0.15 ft<sup>3</sup>/min/ft<sup>2</sup>) for casements, at a test pressure of 7.66 k/m<sup>2</sup> (1.57 lb/ft<sup>2</sup>).

3.6.1.1.3. Water Penetration. Using ASTM E547, no leakage shall be evident when tested in three, five-minute cycles with a one-minute rest period between cycles at 18.3 k/m<sup>2</sup> (3.75 lb/ft<sup>2</sup>) for hung units and 29.3 k/m<sup>2</sup> (6.0 lb/ft<sup>2</sup>) for casements.

3.6.1.1.4. U-Value. U-values shall be calculated using ASTM E1423, and NFRC 100-91.

3.6.1.2. All windows above the ground floor shall be designed for cleaning both sides of the glass panes from the interior. All windows shall be secured with a positive locking device from the interior.

3.6.1.3. Aluminum windows and trim shall have an architectural class II anodized finish (0.4 to 0.7 mil thick) in accordance with Aluminum Association Standards for Anodized Architectural Aluminum..

3.6.2. Sliding glass doors. Sliding glass doors shall have insulated steel, vinyl clad wood, or thermal aluminum frames conforming to the above requirements. Finish shall be factory applied and conform to 44-C-22431 in accordance with the requirements of the National Association of Architectural Metal Manufacturers (NAAMM) Metal Finishes Manual. Glass shall be laminated. glass. Sliding panels shall be equipped with screens having extruded aluminum tubular frames mitered at corners, channel-shaped corner angle reinforcement and nylon bottom rollers. Doors shall have interior operated latch, and securing pin or throw-bolt in frame. Screening shall be nonferrous.

3.6.2.1. Secondary locking devices shall be provided for all sliding glass doors. Provisions shall be made so that the sliding door cannot be removed from the track when the door is in a locked position. Sliding door shall slide on the inside of the fixed glass panel.

3.6.3. Where glass extends to floor or to within 457 mm (18 inches) of the floor or exterior lockset, it shall be fully tempered safety glass.

3.6.4. 6 mm (¼ inch) thick laminated glass is preferred for all other exterior windows and sliding glass doors. The laminated glass shall consist of two layers of Type I transparent float glass (quality q3, glazing select) conforming to ASTM C 1036. Glass shall be bonded together with 0.76 mm (0.030 inch) thick polyvinyl butyral interlayer under pressure. Glazing for windows at bathrooms shall be patterned or figured.

3.6.5. Interior window stools may be solid-wood, paint-grades with a minimum thickness of 19-mm (3/4-inches). Ceramic tile sills are preferred in masonry construction.

3.7. Screens. Fiberglass screens shall be provided at all operable sashes and sliding doors. Screens shall be nonferrous, of window manufacturer's standard design. Fiberglass insect screens, 18 x 16 mesh size, shall be provided for all windows and sliding glass doors and should be the window or door manufacturers standard design for use with the windows and doors being provided. Insect screen frames shall be removable type for easy cleaning.

3.8. Window Treatments. Provide 25 mm (1 in.) mini-blinds at windows and glazed hung doors. Color shall be manufacturers standard off white, and shall be coordinated with wall color.

3.8.1. Only traverse rods shall be provided at all exterior sliding glass doors. Miniblinds shall be provided for all windows. Solid wood backing shall be provided at all openings for proper anchorage of the traverse rods, and miniblinds.

3.8.2 Miniblinds shall be provided for all other windows not covered under paragraph 3.h.(1) above.

3.9. Exterior Doors. Exterior doors shall be solid core wood (lumber-core only) and shall have exterior glue. Exterior door frames shall be wood or hot-dip galvanized steel with G90 coating. All exterior doors opening to stoops or walks shall be flush. Stoop shall have maximum level change from interior slab IAW UFAS .

9.9.2. Exterior entry doors to utility rooms and mechanical rooms shall be hot-dip galvanized steel with G90 coating.

3.9.3 Interior doors. Interior doors shall be 2050 mm (6 ft -8 in.) in height by 35 mm (1-3/8 inches) thick, hollow core wood. Wood doors will be painted. Interior doors shall be provided in accordance to standard construction and design practices.

3.10. Builders Hardware. Hinges, locks, and latches will comply with the specifications indicated in Table 5-11, and the following subparagraphs.

3.10.1. Entrance door hardware shall be bored-type conforming to ANSI A156.2, Series 4000, Grade 1 for exterior doors, Grade 2 for interior doors.

3.10.1.1. All swinging doors shall have a wall mounted door stop. Hinges acting as door stop or closer and door mounted stops are not acceptable. Provide solid wood backing in the stud wall cavity for wall mounted door stops.

TABLE 5-11 - HARDWARE SPECIFICATIONS

Hardware Type/ Specification	Specific Requirements
Hinges ANSI A156.1	Hinges shall be 115 mm x 115 mm (4-1/2 in x 4-1/2 in) solid brass ball bearing (equal or similar to Stanley FBB179) at exterior doors other than screen doors, and with nonremovable pins or safety studs if outswinging. Hinges shall be 90 mm x 90 mm (3-1/2 in x 3-1/2 in) at interior doors.
Locks & Latches ANSI A156.2	Bored deadlock, Grade 1, at exterior doors. Grade 2 at interior doors. Provide lever handles, aluminum, or stainless steel.
Auxiliary Locks ANSI A156.5	Bored deadlock, Grade 2. Provide matching trim of wrought brass, aluminum, or stainless steel. Provide lever handles.
Interconnected Lock & Latches ANSI A156.12	Grade 2. Provide matching trim of wrought brass, aluminum, or stainless steel.
Closers ANSI A156.4	Series CO2000, Grade 2.
Auxiliary Hardware ANSI A156.16	

3.10.2. Locks and keys. Lock cylinders shall have six pin tumblers and interchangeable cores which are removable by a control key. Provide a master keying system. Locks for each organizational unit,

including exterior storage shall be keyed alike. Contractor shall obtain the key bitting report from the hardware manufacturer and provide the report to DPW (Mr. Kimo Kenolio, 656-0644) at the end of the project. Locks and keys shall conform to the standards and requirements of the Builders Hardware Manufacturers Association (BHMA) listed above.

3.10.3. Weatherstripping/Exterior thresholds. Provide nonferrous metal or vinyl weatherstripping for all exterior doors. Vinyl magnetic weatherstripping is acceptable for metal door. Exterior thresholds shall be nonferrous metal.

3.10.4. Applications. Locks and hinges shall be applied as follows:

3.10.4.1. Exterior hinged doors shall have 1-1/2 pair of hinges, lockset, and an auxiliary lock, or interconnected lock and latch, Hinges with loose pins on out swinging exterior doors will be specified with non-removable pins or safety stud.

3.10.4.2. Exterior bulk storage door shall have 1-1/2 pair of hinges and lockset.

3.10.4.3. Doors in fire-rated walls shall have 1-1/2 pair of ball-bearing hinges, lockset, and closer.

3.11. Exterior Railings. Design of exterior railing shall conform to historic character of Quad F. The design shall be coordinated with the State Historical Preservation Office. Exterior railing materials, including bolts and fasteners, in order of preference, are as follows:

<u>Order of Preference</u>	<u>Railing Materials</u>
1	Stainless Steel, Type 316 (bolts and fasteners)
2	Aluminum, Anodized (AA - Architectural Class II; 0.4 to 0.7 mil coating)
3	Galvanized Steel (painted)

Handrail and guardrails shall be designed such that a sphere 102 mm (4 inches) in diameter cannot pass through any of its openings.

**1. UNACCOMPANIED ENLISTED PERSONNEL HOUSING (Buildings 651 and 652).**

1.1. Unaccompanied Enlisted Personnel Housing (UEPH). Buildings 651 and 652 are designated as UEPH facilities. The minimum number of persons to be accommodated in a UEPH building is 150 soldiers. This is defined as the number of soldiers that can be housed within a UEPH building at the E2 through E4 grade level. Soldiers at grade levels E2 through E4 are entitled to a private living/sleeping room and a shared bathroom with one other soldier. Soldiers at grade levels E5 through E9 are entitled to a private sleeping room, a private living room and a private bathroom.

1.1.1. The existing building configuration, partition locations, pipe chases, structural columns, and window locations may limit the possibility of meeting the UEPH space criteria in all cases. However, each project will be based on sound architectural and engineering judgment to ensure the maximum use of existing assets within authorized funds. There are five distinct areas of concern: function (what the building is to do in terms of space requirements and relationships); aesthetics (what the building should look and feel like); technology (how it can be built, control of interior environment and selection of materials); economics (the limitations of the budget); and sustainable design (integrated design emphasizing environmental stewardship).

1.1.2. Prototype UEPH Unit. The purpose of the prototype UEPH unit is to verify the details of the approved design and material selections and to establish the quality level against which the remaining work will be judged. At the site, construction connection details shall be exposed for study by authorized inspectors for a period of time determined by the Contracting Officer. The UEPH unit or prototype at the site is subject to Contracting Officer's approval. At the site, the complete prototype shall be constructed for each unit type. Each stage of work shall be completed and accepted on the prototype prior to starting work on the same stage for similar units in the project.

1.1.3. "Site-Built." A prototype UEPH unit shall be required for each unit type, in accordance with FAR 9.306.

1.2. Design Requirements. Provide a minimum 150 UEPH living/sleeping rooms each for Buildings 651 and 652. An E2-E4 module consists of two sleeping/living rooms, a bathroom, two walk-in closets, and a service area. Design the module to house two enlisted personnel at the E2 through E4 grade level or one enlisted soldier at the E5 through E9 grade level. Provide entry to the module from interior or exterior corridors. The UEPH space criteria and accommodations are shown in Table 1-1. Gross area of a module consisting of 2 living/sleeping rooms with a shared bath and service area shall not exceed 66 square meters (710 square feet).

<b>TABLE 1-1 - UEPH MODULE SPACE CRITERIA AND ACCOMMODATIONS</b>		
<b>GRADE</b>	<b>ACCOMMODATIONS AND NET LIVING AREAS</b>	<b>BATHROOM FACILITIES</b>
E1 through E4	<ul style="list-style-type: none"> <li>• A private sleeping/living room with a net living area of 13-17 m<sup>2</sup> (140-183 ft<sup>2</sup>).</li> <li>• A walk-in closet with a net area of 2.8 m<sup>2</sup> (30 ft<sup>2</sup>).</li> <li>• A shared service area.</li> </ul>	Two-person shared bathroom.
E5 through E9	<ul style="list-style-type: none"> <li>• A private sleeping room with a net living area of 13-17 m<sup>2</sup> (140-183 ft<sup>2</sup>).</li> <li>• A private living room with a net living area of 13-17 m<sup>2</sup> (140-183 ft<sup>2</sup>).</li> <li>• Two walk-in closets each with a net area of 2.8 m<sup>2</sup> (30 ft<sup>2</sup>).</li> <li>• A service area.</li> </ul>	Private bathroom.

In order to better utilize the existing floor space in Buildings 651 and 652, UEPH floor plans can include a combination of UEPH modules and private rooms. Private rooms for E2-E4 soldiers will have the same amenities as a module but will have a private bath and service area. E5-E9 private rooms will also have the same space accommodations of the module but separate sleeping and living rooms is an option.

1.2.1. Sleeping/Living Rooms. Net living/sleeping area is defined as the clear area in the room allocated for an individual's use including bed and desk space, and interior room circulation space. It does not include the bathroom, walk-in closets, and service area. However, under no circumstance will private sleeping/living rooms be less than 85% of the 13 m<sup>2</sup> (140 ft<sup>2</sup>) requirement.

1.2.2. Bathroom. Every bathroom shall contain a water closet, a lavatory with vanity cabinet and either a tub with shower assembly or a shower stall.

1.2.2.1. Vanity cabinets shall be provided in all baths.

1.2.2.2. Bathroom accessories may be surface mounted or recessed and made of non-corrosive metal or ceramic. Provide drawings indicating the location and mounting heights of all bathroom accessories. The following accessories will be provided:

<u>Bathroom Accessory</u>	<u>Quantity</u>
Toilet paper holder, single arm (no rollers and springs) Toilet paper holder shall be installed with a solid wood backing.	1
Medicine Cabinet with Mirror Door. Minimum mirror size shall be 660 mm (26 inches) high by 406 mm (16 inches) wide.	1
Soap dish in tub and/or shower area, recessed or surface mounted. Soap dish shall be furnished without washcloth holder (i.e. grab bar).	1
Shower curtain rod.	1
Towel rings. Towel rings shall not be over the water closet. Towel rings shall be installed with a solid wood backing.	2
610 mm (24-inch) towel bars. Towel bars shall not be over the water closet. Towel bars shall be installed with a solid wood backing.	2
Bathrobe hook.	2

1.2.2.3. Tubs and showers shall not be placed under windows. Enameled cast iron tub with slip-resistant bottoms (No lead allowed) is highly preferred over enameled formed steel tub. Shower stall floor receptors shall be non-slip solid surface polymer similar or equal to Corian®, ceramic tile or precast terrazzo. Shower pans shall be provided for shower stall floor receptors. Shower pans shall be copper.

1.2.2.4. Baths provided with natural ventilation is preferable. Provide natural ventilation by means of operable exterior openings with an area specified by codes or with mechanical exhaust ventilation. Mechanical exhaust ventilation shall be switch operated and shall be ducted to the exterior of the building.

1.2.3. Service Area. The service area includes a countertop, cabinetry, sink, and space for an under-counter refrigerator and a countertop microwave oven. An outlet shall be provided adjacent to space designed to accommodate a government-furnished microwave oven and for a government-furnished undercounter refrigerator.

1.2.4. Walk-in Closets. Walk-in Closet. A walk-in closet of approximately 2.8 m<sup>2</sup> (30 ft<sup>2</sup>) net area will be provided in each sleeping/living room.

1.2.4.1. Closet shelving. Closets shall be equipped with a 305 mm (12 inches) deep shelf and a clothes hanger rod. Closet shelving in excess of 1200 mm (4 ft) shall have center supports or intermediate supports not greater than 914 mm (3 feet).

1.2.4.2. Closet doors. Closet doors should be located to permit placement of furniture in the corners of the rooms by providing an 460-mm (18-inches) return adjacent to a furnishable wall. Closet doors shall be wood and shall be swing type. Clothes hanger rods shall be supported at ends and supported intermediately at maximum 914 mm (3 feet) on center. Shelving shall be plywood with exposed edge to be trimmed with matching strip or a pre-fabricated metal storage shelving system. The pre-fabricated metal storage shelving system shall be corrosion resistant and capable of withstanding heavy use. No particle board shall be used in closets.

1.2.5. Antiterrorism/Force Protection (AT/FP) and Seismic Evaluation and Rehabilitation. Designs shall incorporate minimum AT/FP construction standards and required seismic rehabilitation techniques. See Subsection 4, Section 01010, GENERAL DESIGN - STRUCTURAL, for information on AT/FP and seismic requirements, and instructions on incorporating retrofits and rehabilitation measures in the proposal. See also Subsection 2, CIVIL DESIGN, for site upgrades required for AT/FP.

### 1.3. UEPH Module Interior Finishes.

1.3.1. Walls. There will be no exposed concrete masonry unit (CMU) walls in public areas or sleeping rooms. Provide a painted plaster skim coated CMU walls with one wall of a "tackable" fabric wall covering or painted gypsum wallboard. Exposed corners will be provided with a vinyl corner guard.

1.3.1.1. Tub and shower surrounds shall be solid surface polymer similar or equal to Corian® or ceramic tile 2134 mm (7 ft.) high minimum from finish floor or to ceiling. Solid surface polymer similar or equal to Corian® is preferred. Fiberglass is not allowed. Tub and shower surrounds shall extend a minimum of 102 mm (4 inches.) beyond the outer edges of tub.

1.3.2. Ceilings. **13mm (1/2 inch) gypsum wallboard, taped and slightly textured finished ceilings will be provided in the sleeping rooms.** Suspended acoustical tile ceilings will not be provided in the sleeping/living rooms.

1.3.3. Flooring and base. Sleeping/Living rooms will be carpeted. Entry areas into the sleeping/living rooms and the service area will be either ceramic tile or vinyl composition tile (VCT). Bathrooms floors will be ceramic tile. Ceramic tile shall conform to ANSI 137.1, moderate or heavy grade.

### 1.3.4. Cabinets

1.3.4.1. Service area cabinets shall be factory manufactured, and have adjustable shelves in wall cabinets. Countertops shall be solid surface polymer equal or similar to Corian®, plywood-core cove type, or plywood-core fully formed type with high pressure laminated plastic 1.1 mm (.043-inch) thick top and backsplashes with heat resistive adhesive. Countertops shall be fully formed at front and backsplash is preferable. Plywood shall be exterior grade with exterior glue. End splashes constructed of 19 mm (3/4-inch) plywood core shall be supplied. Solid surface polymer (Corian®) countertops are preferred. Cabinets shall conform to the requirement of the National Kitchen Cabinet Association except where modified below. Wall and base cabinets shall be medium density fiberboard (MDF). Exposed surfaces of laminated plastic cabinets shall be faced with decorative high pressure laminated plastic sheets a minimum of .71 mm (.028-inch) in thickness. Interior face of hinged doors shall be covered with minimum of .51 mm (.020-inch) thick laminated plastic liner and self edge bands shall be a minimum of .72 mm (.028-inch) thick. Plastic laminate shall conform to the requirements of NEMA LD3 and plastic laminate adhesive shall be contact type applied to both sides. Design of countertop space shall take into consideration a government-furnished full size microwave oven with spatial dimension of approximately 610 mm (2 feet) wide by 508 mm (20 inches) deep by 406 mm (16 inches) high.. Cabinets shall not be preservative treated.

1.3.4.2. Vanity countertops shall be solid surface polymer similar or equal to Corian or plywood-core with high pressure laminated plastic finish. Solid surface polymer similar or equal to Corian countertops with integral lavatories are preferred. Plywood shall be exterior grade with exterior glue. Backsplashes and

endsplashes constructed of the same materials shall be provided. Countertop shall be 914mm (36 inches) minimum length and 560mm (22 inches) minimum depth and 914mm (36 inches) minimum height. Vanity cabinets shall be plywood-core similar to the construction of the kitchen cabinets and shall not be preservative treated. Vanity cabinets shall have a minimum of one (1) door and one (1) stack of two (2) drawers.

1.3.4.3. Cabinets construction. Construct cabinets with frame fronts and solid ends, or of frame construction throughout. Cabinet frame fronts, doors and drawers shall be constructed of solid hardwood with raised panel door construction. All other structural components of the cabinets shall be constructed of ANSI A208.2-1994 MDF. Frame members shall be mortised and tenoned, dove-tailed or doweled, and glued together. Brace the top and bottom corners with hardwood blocks that are glued with water-resistant glue and nailed in place. Wall and base cabinets shall be essentially of the same construction and outside appearance. Cabinets shall be constructed with frame fronts and solid ends, or of frame construction throughout. 19 mm (3/4-inch) by 38 mm (1-1/2 inch) kiln dried hardwood frame members, mortised and tenoned, dove-tailed or doweled, and glued together shall be provided. Top and bottom corners shall be braced with hardwood blocks that are glued with water-resistant glue and nailed in place. An integral toe space of at least 64 mm (2-1/2 inches) deep by 102 mm (4 inches) high on base cabinets shall be provided. Toe kick shall be plywood. Drawers shall be mounted on 20 gage metal side guides. Doors and drawers shall be beveled edges for operation without pulls or knobs. Minimum (nominal) thickness of materials for cabinet construction shall be as follows:

1.3.4.3.1. Cabinet backs: 4.8 mm (3/16-inch) MDF or 3.2 mm (1/8-inch) tempered hardboard. Sink cabinets shall have full backs. The full back requirement for sink backs may be omitted for handicapped units.

1.3.4.3.2. Bottoms of base cabinets and tops of wall cabinets: 13 mm (1/2-inch) MDF; 13 mm (1/2-inch) MDF. Bottoms shall be supported on ends and on 610 mm (24-inch) centers.

1.3.4.3.3. Cabinet ends: MDF 16 mm (5/8-inch) shall be used for base cabinets and 10 mm (3/8-inch) shall be used for wall cabinets.

1.3.4.3.4. Cabinet Doors. 19 mm (3/4-inch) solid stock hardwood, clear grade for natural finish.

1.3.4.3.5. Drawer fronts: 19 mm (3/4-inch) solid stock hardwood, matching doors.

1.3.4.3.6. Drawer bottoms: 13 mm (1/2-inch) MDF. On drawers over 381 mm (15 inches) wide, bottoms shall be braced with wood members glued in place.

1.3.4.3.7. Drawer sides and backs: 13 mm (1/2-inch) MDF.

1.3.4.3.8. Interior partitions or dividers: 16 mm (1/2-inch) MDF.

1.3.4.3.9. Shelves: 13 mm (5/8-inch) MDF. Shelves shall be supported on ends and on 610 mm (24-inch) centers. All shelves shall be full depth of cabinets.

1.3.4.4. Solid Polymer Countertops. Material shall be 19 mm (3/4 inch) thickness, cast, and filled nonporous solid surfacing composed of acrylic polymer, mineral fillers, and pigments. Superficial damage to a depth of 0.25 mm shall be repairable by sanding or polishing. Material shall comply with the following requirements:

1.3.4.4.1. Tensile Strength; 18.3 N/mm<sup>2</sup> (4100 psi) when tested in accordance with ASTM D 2583.

1.3.4.4.2. Hardness; Barcol Impressor 50 when tested in accordance with ASTM D 2583.

1.3.4.4.3. Flammability; rated Class I with a flame spread of 25 maximum and a smoke developed of 100 maximum when tested in accordance with ASTM E 84.

1.3.4.4.4. Boiling water resistance; no effect when tested in accordance with NEMA LD 3.

1.3.4.4.5. High temperature; no effect when tested in accordance with NEMA LD 3.

1.3.4.4.6. Liquid absorption; 0.06% maximum (24 hours) when tested in accordance with ASTM D 570.

1.3.4.4.7. Sanitation; National Sanitation Foundation approval for food contact in accordance with Standard 51 and approval for food area applications.

1.3.4.4.8/ Impact resistance; no failure for ball drop when tested in accordance with NEMA LD 3.

#### 1.4. Windows.

1.4.1. Windows in sleeping/living rooms will be operable. The window design will conform with Anti-Terrorism/Force Protection and historic preservation requirements.

1.4.2. Sleeping/Living rooms will have a minimum glass window area that is equivalent to 10 per cent of the net floor area the window serves for natural light. A minimum of 50 per cent of the glass area will be operable for ventilation. Design strategies for glazing must consider the entire building design including but not limited to existing building orientation, heat gains and losses, shading and sun control, thermal comfort, ultraviolet control, and daylighting.

1.4.3. Windows will be furnished with horizontal or vertical blinds and/or drapery systems including tracks, carriers, and operators. The blinds and/or drapery systems will be included in the Comprehensive Interior Design (CID) package for this project.

1.5. Doors and Hardware. The selection of doors and hardware will receive careful attention in order to prevent future maintenance problems. The hard use and frequent abuse of doors will result in excessive maintenance problems, unless the doors and hardware are properly selected for the desired function and properly installed.

1.5.1. Provide module entry doors and sleeping/living rooms with stand-alone programmable electronic door locksets with audit capabilities. The lockset construction shall be all-metal, heavy-duty, and mortise. The lockset is equipped with an anti-pick latch and dead bolt, and a magnetic stripe reader complying with ISO standards and ABA dimensional specifications. Each magnetic stripe card will be programmed to gain access into its respective module and sleeping/living rooms, and into the common Soldier Community Building.

1.5.2. Doors between bathrooms, service areas, and sleeping/living rooms will be a minimum of 2 feet-4 inches wide. It is preferred that the module entry door and doors into the sleeping/living rooms be a minimum of 3 feet-0 inches wide and designed to accommodate the movement of furnishings. All swinging doors, except doors to linen closets, shall have a wall mounted door stop. Hinges acting as door stop or closer and door mounted stops are not acceptable. Provide solid wood backing in the stud wall cavity for wall mounted door stops. Except for the module entry and sleeping/living room doors, door hardware shall be bored-type conforming to ANSI A156.2, Series 4000, Grade 2.

1.5.3. Visitor Notification Device. All modules shall be provided with a door notification device alerting the resident a visitor is at the module entry door. Notification devices shall alert individual occupants of the sleeping/living rooms separately. The device shall be a combination chime and intercom system.

#### 1.6. Electrical Requirements.

1.6.1. Three duplex receptacles and one quadruplex receptacle will be provided in each sleeping/living room and located to provide maximum accessibility to the residents. In addition, one duplex receptacle will be provided adjacent to each lavatory and three duplex receptacles will be provided in the service

areas as shown in the standard design package. Receptacles, outlets, wall switches, and related conduit shall not be surfaced mounted. Conduit shall not be exposed.

1.6.2. Lighting in sleeping/living rooms will be provided by wall or ceiling mounted fixtures. Indirect lighting systems are preferred.

1.6.2.1. Fluorescent lighting will be used to the maximum extent practicable. Walk-in closets may be provided with incandescent fixtures.

1.6.2.2. Bathroom fixtures will be provided with unbreakable lenses.

1.6.3. One entertainment television outlet will be provided in each sleeping/living room. All TV outlets will be located adjacent to a power receptacle.

1.6.3.1. Signal source for entertainment television will be local subscription service to a commercial CATV vendor. Information and requirements therefore will be obtained from Oceanic Cablevision and DOIM.

1.6.4. Telephone Service. A single non-administrative telephone outlet will be provided for each sleeping area so that each resident has access to an individual telephone line for personal use. Check with DOIM for specific requirements.

1.6.4.1. The location of cabinets and outlets for the telephone system will be coordinated with DOIM.

## 1.7. Mechanical Systems

1.7.1. Heating, Ventilation, and Air-Conditioning (HVAC) of UEPH modules will be accomplished by fan-coil units, variable air volume systems, or by other systems appropriate for the project based on a life-cycle cost analysis. Design shall comply with the requirements of ETL 1110-3-455 titled, "*Humidity Control For Barracks and Dormitories in Humid Areas*". Central ducted systems are preferred if space allows for this.

1.7.2. Environmental Controls. These instructions apply to all UEPH building projects in which fan-coil units are to be installed, and provide guidance in the design of the HVAC system controls for the living/sleeping and bathroom areas for such personnel.

1.7.2.1. If fan coil units are selected as the best means to air condition the living modules, the fan-coil units will be either the horizontal type that are concealed in the ceiling plenum located above the entrance-way to the sleeping/living rooms, or floor mounted units.

1.7.2.2. Sleeping/living room temperature control is required to be achieved via thermostats that are installed either in the floor mounted fan-coil unit or wall mounted for the floor mounted or ceiling unit. The thermostats will be so located as not to be affected by the heat or cool from adjacent fan-coil valve package/piping or unconditioned fresh-air (duct to fan-coil unit). The thermostats will be located to sense the sleeping/living room temperature at all times when the fan-coil unit is operating. In addition, if operable windows are provided, then fan coil unit operation shall be interlocked with window position such that opening of the window will shut down FCU operation.

1.7.2.3. Occupant control of the air conditioning system space temperature control will be by thermostat and the operation of a multi-speed fan controller. The multi-speed fan controller will be installed in the floor mounted fan-coil unit or wall mounted for the ceiling unit. The multi-speed controller will be manually operated by the occupant to these positions: OFF, LOW, MEDIUM or HIGH.

1.7.2.4. Outside air intake to each fan-coil unit will be via a pre-conditioned air supply. The amount of air admitted will be adjustable to balance the system, but not by the room occupants. Where pre-conditioned outside air cannot be provided to each fan coil unit, FCU's shall be configured to have two

coil sections. The section receiving outside air shall be operated at full chill water flow at all times to allow for continuous moisture removal from this makeup/ventilation air. Chilled water flow through the other coil section shall be modulated using a modulated chilled water valve controlled by the space thermostat. In order to prevent overcooling of the space, space temperature control shall be by a two stage thermostat. Upon temperature drop in space 2 degrees below setpoint, an electric reheat coil (located in the supply plenum of the FCU) shall be energized in order to maintain space temperature. Reheat coil shall de-energize when space temperature is 1 degree below space temperature setpoint.

1.7.2.5. Cooling systems will be designed as a two-pipe system. Where UEPH buildings are sited such that the sleeping/living rooms have north and south exposures, the two-pipe system will be zoned to account for the exposure.

1.7.2.6. The bathroom exhaust fan system will be controlled by a manual on and off switch located in the bathroom or by a ducted central exhaust fan to ensure that minimum outside air requirements are met.

1.7.2.7. Where practical and cost effective, an air-to-air heat exchanger will be utilized to extract energy from the bathroom exhaust air to precondition the outside air supply to the fan-coil units.

1.7.2.8. Due to energy conservation features incorporated into current building designs, the proper air balance between the sleeping/living rooms fresh-air requirement and the bathroom exhaust air requirement is critical. Care will be taken to ensure that adequate exhaust air is provided to prevent moisture from accumulating in bathrooms.

### 1.7.3. Energy Conservation Requirements.

1.7.3.1 All electric control wiring required for each sleeping/living room fan-coil unit and corresponding bathroom exhaust system will be run to a separate and dedicated electric-electronic- panel or panels that will be located in the electrical or mechanical equipment room or both.

1.7.3.2. The thermostats will have the capability to control space temperature in each sleeping/living room during the cooling season. The thermostats will have the capability to direct and control other devices as required that in turn will maintain a space temperature of 23.8° C (75° F) at the center of the sleeping/living room and 1.5m (5 ft) above the finish floor. During the off season, the sleeping/living room space temperature will be allowed to fluctuate.

1.7.3.3. During the off season, the fan-coil units will operate to provide mechanical ventilation to the sleeping/living room as per the occupants positioning of the multi-speed fan switch in addition to the opening of windows.

1.7.3.4. Temperature setback and/or setup controls and devices will be installed where feasible to conserve electric energy when rooms or buildings are closed down or unoccupied for periods of time. A time clock device to cycle the system cooling pumps may be used in lieu of the temperature setback/setup program.

1.7.3.5. Instructions for occupant operation and maintenance of HVAC systems will be coordinated with the installation facilities engineer.

### 1.7.4. Plumbing Criteria.

1.7.4.1. The bathtubs will conform to Federal Specification WW-P-541/3B. Bathtubs will be acid-resisting enameled cast iron with slip-resistant bottoms conforming to ASME A112.19.1M., or porcelain enameled formed steel with structural composite reinforcement conforming to ASME A112.19.4M (structural reinforcement shall be in conformance with IAMPO Z124.1 including appendix). Enameled cast iron bathtubs are preferred.

1.7.4.2. Hot water temperatures. The actual measured temperatures of the hot water delivered to lavatories, and combination bathtubs and showers, or shower stalls in sleeping/living room bathrooms will not exceed 43.3° C (110° F).

**1.8. Fire Protection.**

1.8.1 General: Barracks shall conform with section 11 and the following.

1.8.2 Special Life Safety requirements:

1.8.2.1 Single room type dormitory rooms are classified as new hotel/dormitory occupancy. Only suite type dormitory rooms which have a living room or study room located between the sleeping room and corridor are classified as new apartment occupancy.

1.8.2.2 Any hotel/dormitory or apartment occupancy located on top of another occupancy such as business occupancy must be separated by minimum 1hr fire barrier and both stair exits must not egress through the business occupancy floor to reach the exterior exit doors, LSC.

1.8.3 Special Fire Sprinkler Requirements: Residential sprinkler heads to be used in all dwelling units, corridor and lobby, FSCR & FSC.

1.8.4 Special Fire Alarm Requirements: Smoke detector with sounder base (SDS) shall be provided in the intermediate room in all suites and in all sleeping rooms. SDS shall be connected to the fire alarm panel and be addressable type.

**1.9. Sound Attenuation.**

1.9.1 Testing. Certified proof-of-performance field tests will be conducted to demonstrate that the wall systems as constructed provide the required sound isolation. Tests for air-borne sound shall be made in compliance with ASTM E336. Tests for impact sound shall be made in compliance with ASTM E1007. Testing of 10 percent (minimum) of each type of floor and wall system is required. Location of test sites will be chosen at random by the Contracting Officer.

1.9.1.1. Any wall system found to be inadequate shall have the deficiencies corrected and the additional qualifying tests conducted at the contractor's expense. Testing at the contractor's expense of greater than 10 percent of each system may be required if the Contracting Officer determines that the quality of construction requires this additional testing.

1.9.2. Party walls shall be designed to provide the minimum airborne sound transmission ratings and impact isolation ratings stated in Table 1-2.

**TABLE 1-2 - SOUND TRANSMISSION STANDARDS  
FOR WALL CONSTRUCTION**

Area	FSTC <sup>1</sup>
Party Walls between Two Modules	52
Walls between Sleeping/Living Rooms in the Same Modules	52
Walls between Sleeping/Living Rooms and Bathrooms	52

Note<sup>1</sup>: Field Sound Transmission Class. See ASTM E336.

1.9.3. Insulation. Insulation shall be provided to meet the following requirements: Thermal and sound insulation shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less exclusive of the vapor barrier when tested in accordance with ASTM E 84. A vapor barrier shall be provided on the warm side of exterior and ceiling insulation for thermal insulation. Urethane is not allowed as an insulation material.

1.10. Signage.

1.10.1. Each sleeping/living room will be provided with an unobtrusive identification number to aid in key control. Each sleeping/living room door will be provided with an insert frame permanently affixed at eye level. Insert frames will be suitable for receiving identification cards of the room occupants.

1.10.2. In addition to the sleeping/living room door identification, signage must be provided at the entry door of module identifying one or two occupants, and coordinated with the visitor notification device.