



DACA41-02-R-0012

**US Army Corps
of Engineers**
Kansas City District
You Matter - We Care

Command and General Staff College

Fort Leavenworth, Kansas

Construction Solicitation

November 2002

DEPARTMENT OF THE ARMY
 Kansas City District, Corps of Engineers
 757 Federal Building
 Kansas City, Missouri 64106

SPECIFICATIONS FOR CONSTRUCTION OF
 COMMAND AND GENERAL STAFF COLLEGE
 FORT LEAVENWORTH, KANSAS

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF	PAGES
	DACA41-02-R-0012	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	11/1/2002	1	

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

4.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
U.S. Army Engineer District, Kansas City 760 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896 Tel: (816) 983-3802 Fax: (816) 426-5169		See Item 7
9. FOR INFORMATION CALL:	A. NAME Pamela Wellons	B. TELEPHONE NO. (Include area code) 816-983-3802 Ext. (NO COLLECT CALLS)

SOLICITATION

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".

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

CONSTRUCTION OF THE COMMAND AND GENERAL STAFF COLLEGE FORT LEAVENWORTH, KANSAS

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving award notice to proceed. This performance period is mandatory, negotiable. See Section 0080C)

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 10 from exercise of Line Item 0002
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 6* copies to perform the work required are due at the place specified in Item 8 by 1:00 p.m. local time 12/4/2002 (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.
*** See Section 00110

B. An offer guarantee is, is not required. NOT TO EXCEED 20% OF TOTAL BID AMOUNT

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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

00010-1

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	(FAX #)
DUNS NO: CODE FACILITY CODE	16. REMITTANCE ADDRESS (Include only if different from Item 14)

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: See attached Proposal Schedule.

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.								
DATE								

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

21. ITEMS ACCEPTED

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

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 of print)	31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	31b. UNITED STATES OF AMERICA	31C. AWARD DATE

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Preconstruction Phase Services FFP COMMAND & GENERAL STAFF COLLEGE, FORT LEAVENWORTH, KANSAS	1	Lot		
NET AMT					_____

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Construction Phase Services FPI CONSTRUCTION OF THE COMMAND AND GENERAL STAFF COLLEGE, FORT LEAVENWORTH, KANSAS		Lot		
				TARGET COST	TO BE NEGOTIATED (TBN)
				TARGET PROFIT	TBN
				TOTAL TARGET PRICE	TBN
				CEILING PRICE	TBN
				SHARE RATIO ABOVE TARGET	TBN
				SHARE RATIO BELOW TARGET	TBN

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

NWK-00010-001 FIELD OFFICE OVERHEAD (JUL 2002)

NOTICE TO BIDDERS: For your bid to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE
If you use this practice, see Special Clause "Field Office

Overhead Per Diem Rate” -----

2. DIRECT COST DISTRUBITION BASE FOR A PERCENTAGE MARKUP

If you use this practice, see Special Clause “Field Office Overhead Percentage Markup” -----

3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE. -----

If you choose 3, you must describe the accounting practice in sufficient detail below to allow the contracting officer to determine what accounting practice is being utilized by your company and that it complies with the FAR.

FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

NOTES:

- 1) Proposal prices must be entered for all items of the Proposal Schedule. Award will be made as a whole to one Contractor on the basis of price and other factors. Offeror's attention is directed to SECTION 00120 PROPOSAL EVALUATION AND CONTRACT AWARD for further details.
- 2) CLIN 0001, Preconstruction Phase Services shall include, but are not limited to, review and evaluation of the design documents for constructibility, value engineering suggestions, identification of any problems or errors in the design and design documentation, consultation during construction in document production, preliminary project schedule development, cost estimates, and development of subcontractor and supplier interest in accordance with the scope of work in Section 01010.
- 3) CLIN 0002, Construction Phase Services shall include, but are not limited to, construction of the building and associated site development, coordination of regular construction meetings, CPM scheduling, maintaining of construction records including daily logs and monthly reports, commissioning and turnover to designated facility management staff, and other required supplemental services if so requested by the Government in accordance with the scope of work in Section 01010 and supplemental plans and specifications provided by the Government with the request for proposal for these services and incorporated into the contract upon exercise of this option.
- 4) Offeror's attention is directed to SECTION 01100: GENERAL for special provisions pertaining to this Solicitation.
- 5) Offeror's attention is directed to SECTION 01100, paragraph titled “Kansas Sales and Use Tax”.

- 6) The general outline of the principal features of each item as listed does not in any way limit the responsibility of the offeror for making a thorough investigation of the drawings and specifications to determine the scope of work included in each item.
- 7) Offeror's attention is directed to the CONTRACT CLAUSES wherein the apparent successful offeror is required to submit a small business and small disadvantaged business subcontracting plan. The subcontracting plan may be submitted in the format that appears at the end of SECTION 00600. Submission of the plan is required prior to award. Award will not be made under this solicitation before the Contracting Officer approves the plan.
- 8) Offeror's attention is directed to the CONTRACT CLAUSES, FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items. Certification will be required upon contract completion unless the Contracting Officer has approved a waiver. The waiver must be approved prior to contract award.
- 9) The Government will procure this facility through a Best value competitive acquisition in accordance with the provisions set forth in the Request for Proposal (RFP).
- 10) The selected contractor will be required to pass a Preaward Accounting System Review by the Defense Contract Audit Agency prior to the Government's exercise of the construction phase services option.

CAUTION!

BEFORE SIGNING AND MAILING THIS PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. **AMENDMENTS:** Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. **SEALED PROPOSALS:** Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received, and the date and time proposals are due.
3. **AMENDED PROPOSAL PAGES:** If any of the Amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. **LATE PROPOSALS:** In order for a late mailed proposal to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of proposals date.
5. **PROPOSAL GUARANTEE:** Sufficient proposal guarantee in proper form must be furnished with your proposal, if your proposal exceeds \$50,000.
6. **MISTAKE IN PROPOSAL:** Have you reviewed your proposal prices for possible errors in calculations or work left out?
7. **TELEGRAPHIC MODIFICATIONS:** If you modify your proposal by telegram, be sure to allow sufficient time for the telegram to reach us prior to the time set for receipt of proposals. Any doubt should be resolved in favor of allowing Extra Time.
8. **FACSIMILE PROPOSALS OR MODIFICATIONS:** Will not be considered. Facsimile withdrawals will be considered.
9. **SECTION 00600:** Certifications must be completed and submitted with your proposal. Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, must be submitted prior to award.
10. **HAND-DELIVERED PROPOSAL:** If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
11. **BUY AMERICAN ACT:** All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

Section 00100 - Bidding Schedule/Instructions to Bidders

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52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997

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

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

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

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

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

(End of provision)

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

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to

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

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

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

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

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

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

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

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

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

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

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

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

(11) 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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price and fixed price incentive construction contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) The Government will evaluate offers for award purposes by considering the price for the basic requirement. The price for the option effort will be negotiated at a later date.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

(End of clause)

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 US Army Engineering District Kansas City, Attn: CENWK-CT-C/Points, 760 Federal Building, 601 E 12th Street, Kansas City, MO 64106.

(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)

(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) Site visits may be arranged during normal duty hours by contacting:

Name: Dale Bestgen
Address: Fort Leavenworth Area Office, P. O. Box 3387, 750 W. Warehouse Road, Bldg. #234, Fort Leavenworth, KS 656027
Telephone: (913) 684-5070

(b) An organized preproposal conference and site visit has been scheduled for--
14 November 2002 at 1:00 p.m.

(c) Participants will meet at--
Dupuy Auditorium – see web for specific parking information and building location (<http://nwk-ebs.nwk.usace.army.mil/ebs/advertisedsolicitations.asp>)

(End of provision)

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)

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

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

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

(End of provision)

NWK-00100-001 FIELD OFFICE OVERHEAD PERCENTAGE MARKUP

If any change to the contract, issued pursuant to the changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor’s cost of, of the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

NWK-00100-002 FIELD OFFICE OVERHEAD PER DIEM RATE

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor’s cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its

proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

NWK-00100-004 PLANS AND SPECIFICATIONS

Plans and specifications will be available only on CD-ROM, and will be free of charge. A street address must be provided when requesting a CD-ROM. Requests for the CD-ROM must be made via the Internet at <http://www.nwk.usace.army.mil/contract/contract.html>. **Amendments will be posted to web site only and will not be sent out separately unless it is determined that a re-release of the CD is warranted.**

NWK-00100-001 MAGNITUDE OF PROJECT (FAR 36.204)

Maximum construction funds available for the project are \$103,500,000.

NWK-00100-007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL , EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)

SECTION 00110**SUBMISSION REQUIREMENTS AND INSTRUCTIONS****1. PROPOSALS**

Proposals for the work described herein, will be received until the date and time indicated on Standard Form 1442 in Section 00010, at the following address:

U.S. Army Engineer District, Kansas City
757 Federal Building
601 East 12th Street
ATTN: CENWK-CT-C/Wellons
Kansas City, Missouri 64106-2896

2. PROPOSAL FORMAT

a. The proposals (originals) shall be no more than 70 pages total for Volume 1. The Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms and tabs are not subject to the page limitation. Pages in excess of the limit stated above will be removed from the technical proposals and will not be evaluated. The proposal document will be submitted in the following format:

Proposal Document	Original	Copies
VOLUME 1, Part 1- Corporate Experience	1	6
VOLUME 1, Part 2- Past Performance	1	6
VOLUME 1, Part 3- Preconstruction Major Subcontractor Involvement	1	6
VOLUME 1, Part 4 - Local Market Knowledge	1	6
VOLUME 1, Part 5 - SB – SDB Participation	1	6
VOLUME 2, Price	1	2

The information required by paragraph: INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, subparagraph (c)(2), shall be included in Volume 1, before Part 1.

b. Proposal Characteristics.

All text must be legible and easily read. The page size of the offeror's proposal shall not exceed 8-1/2 by 11 inches. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable and are to be utilized, all sheets shall be reproduced on 11 by 17 inch paper, and folded to 8-1/2 by 11 inch sheet size with title clearly visible at bottom right corner. Volume 1 shall be contained within a 3-ring binder (no heat or spiral bound volumes). Remaining volumes may be in separate 3-ring binders or stapled and provided in separate envelopes.

All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and offeror's name, address, and telephone number on the cover sheet, which shall be signed by an office of the firm. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, and List of Acronyms. At the bottom left side of each page the volume number shall be included. Each page subject to the limitation will be numbered consecutively in the lower right hand corner. The list of acronyms should include all acronyms appearing in the volume. Identify the original volume of each set by including the word "original" on the cover of the volume.

Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. No material shall be incorporated by reference. General cross-references or cross referencing guides will not be considered as appropriate cross-references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

Each evaluation factor and subfactor in Volume 1 shall be described in a separate section, appropriately tabbed in a report form. The information in all volumes shall be concise. Elaborate presentations are not necessary or desirable.

The offeror shall submit Section 00010 (including Standard Form 1442) of this solicitation with his prices. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.

3. PROPOSAL CONTENT

The Government may award a contract based on initial proposals received, without discussion of such proposals, to the offeror providing the best value to the government as evaluated using applicable factors. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit to the Government. However, the Government may request additional information from offerors of proposals, which clarifies, supplements and/or changes, any proposal as submitted.

Each offeror's ability to perform the work set forth in this solicitation will be evaluated on the basis of his knowledge and understanding of the work, the quality provided by his total proposal and his capability and responsibility to accomplish the project. The evaluation will be based on the offeror's proposals. The proposals shall present a comprehensive, straightforward analysis of the resources and expertise required to perform the work. While knowledge of the RFP requirements is a prerequisite to preparing proposals, restatement of the RFP requirements shall be avoided. Proposals shall emphasize knowledge and understanding of work performance, not work identification.

The following factors and subfactors will be used to evaluate each proposal.

FACTOR 1. Corporate Experience. Provide in detail the experience of the proposed prime contractor in contracts of similar type and complexity, including a list of contracts relevant to the proposed contract which your corporation or joint venture has completed within the last six years, or which is currently under contract and more than 50% complete. Provide the project name, a short description, the size (square feet and dollar value), the owner's name and telephone number, the date of completion and the percentage of the project accomplished with your own forces. Information regarding the type and extent of work completed under the contract shall be included. Demonstrate how projects you deem similar are comparable in scope and complexity to the project descriptions included in each subfactor. There are three subfactors that will be considered, as outlined below. Different project lists can be provided for each subfactor.

a. Similar experience constructing complex buildings. For this factor, a project of similar type, size and complexity is considered to be a large, complex building, over 350,000 square feet, containing a variety of space uses, as well as force protection measures (both physical and electronic). Similar projects will also include complex mechanical, electrical and information technology systems, to include state-of-the-art digital classrooms or similar facilities. Some examples of buildings that may be acceptable include college level education facilities, headquarters buildings, office buildings, etc. Examples that would not be considered similar would include warehouses, housing, etc.

b. Similar experience constructing Information Technology (IT) infrastructure in support of academic, or like, facilities. For the purpose of evaluating this factor, a project of similar type, size and complexity is considered to be a large graduate or undergraduate level educational facility, consisting of greater than 25 classrooms, using multiple physical and electronic media to support state of the art educational technologies and methods, including the integration and administration of multi-media technologies in the classroom and large auditoriums (in excess of 1000

seats). Similar projects will also include data/voice/video distribution systems using multiple media in a multi-level distribution system. Examples that would not be considered similar are warehouses, residential buildings, or any application that does not include multi-media data/voice/video distribution on a large scale.

c. Similar experience in providing preconstruction services. For this factor, a project of similar type, size and complexity is considered to be a project exceeding \$50,000,000 in which the offeror provided preconstruction services similar to those that will be required under this contract. Relate the projects in type and scope to this project. Demonstrate your experience in providing the preconstruction services required by the scope.

FACTOR 2. Past Performance. Past performance will be evaluated in the areas indicated in the subfactors shown. Past performance information may be obtained from other than the sources identified by the offeror, to include past performance evaluations in the Construction Contractors Appraisal Support System (CCASS) or other government databases that track past performance.

Provide a Performance Evaluation for the last 10 completed or substantially completed (80% completed or higher) government or private contracts that were executed by the offeror as a prime contractor. The questionnaires should include a mix of standard construction and preconstruction services work, with the majority being construction. The Past Performance Evaluation Questionnaire along with a sample transmittal letter, are located at the end of this section and must be completed by personnel for whom the offeror has performed work. These Performance Evaluations must be provided by the offeror to persons who have knowledge of this information on past performance. Once completed, these evaluations must be sent directly to the address in paragraph: PROPOSALS, above, by the persons completing these evaluations. The offeror may also e-mail the questionnaires to the references for the past/current contract. References may then electronically complete the questionnaire and e-mail it to Pam Wellons, Contract Specialist, pamela.s.wellons@usace.army.mil. The Government must receive e-mailed or mailed questionnaires no later than the closing date of the RFP. Questionnaires received after the closing date of the RFP will be discarded and will not be evaluated.

The offeror shall not review the Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that the Government will hold their names confidential. At no time during the evaluation process, debriefings or after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offeror or to any other party.

The Performance Evaluations should clearly identify the offeror's identity and the project or portion of a project being evaluated. It is helpful to give your evaluators a short synopsis of the project or portion of a project that you wish them to evaluate. It is also helpful to include an SASE or overnight delivery envelope addressed to the address found in paragraph: PROPOSALS, and inform the evaluators to forward the evaluation in a timely manner. It is the offeror's responsibility to ensure that evaluators have completed and forwarded the evaluation in a timely manner. Those Performance Evaluations not received in a timely manner will be discarded and will not be evaluated.

In addition, the offeror will provide the following information in the proposal, Volume 1, about these ten projects:

- (a) Title, location and contract number.
- (b) Dates of contract execution (start and completion).
- (c) Contracting agency.
- (d) At least two current points of contact (names, current phone and fax numbers).
- (e) Brief description of the circumstances surrounding the following as they apply and any corrective action taken to preclude recurrence:
 - (i) Contract termination, in whole or in part.
 - (ii) Failure to complete awarded work.
 - (iii) Liquidated damages or actual damages assessed for delay in meeting completion dates.
- (f) Brief descriptions of the project to include size, location and dollar value.

The Government will evaluate the following subfactors:

Quality of Product and Services. Reviews how well the offeror has complied with contract requirements in the past and conformance with standards of good workmanship.

Customer Satisfaction. Reviews how satisfied prior customers and end users are with the offeror's completed work. Includes the willingness of prior customers to do business with the offeror again if given the choice.

Timeliness. Reviews how well the contractor has adhered to contract schedules.

FACTOR 3, Oral Interviews. No written requirements for the proposal. Evaluation will be based on responses to questions asked as part of the oral interviews. Consideration includes organization and professionalism in providing responses in addition to the detailed answers provided. See section 00120 for additional information.

FACTOR 4, Preconstruction Services Major Subcontractor Involvement. Detail how the subcontractors will be involved and what their responsibilities will be under the preconstruction services portion of the contract. At a minimum, address the following: mechanical, electrical, data/communication, dam construction. If any of these areas will be self-performed by the offeror, so state. For self-performed work, the contractor shall identify how the disciplines will be involved and what their responsibility will be under the preconstruction services portion of the contract.

FACTOR 5, Local Market Knowledge. Describe your experience with construction projects within the Kansas City – Leavenworth metropolitan areas. Describe your knowledge of and experience with local markets, subcontractors, and the general labor market.

A project of similar type, size and complexity is considered to be a large, complex building, over 50,000 square feet, containing a variety of space uses, as well as force protection measures (both physical and electronic). Similar projects will also include complex mechanical, electrical and information technology systems. Some examples of buildings that may be acceptable include college level education facilities, headquarters buildings, office buildings, etc. Examples that would not be considered similar would include warehouses, housing, etc.

FACTOR 6, Small Business (SB) – Small Disadvantaged Business (SDB) Participation. Although this procurement is open to large business, small and minority-owned firms are strongly encouraged to participate. The Government recognizes the talent existing in smaller firms and encourages their participation in the construction of Federal facilities. All offerors shall provide a written narrative of their outreach efforts to utilize small disadvantaged and small women-owned businesses on this project. Include dates and descriptions of any awards or formal recognition received for prior SB-SDB subcontracting efforts. An acceptable Subcontracting Plan shall be agreed upon prior to contract award to any large business. Large businesses shall be required to demonstrate a proactive effort to achieve the following minimum goals for all subcontracted work: Small Businesses (61.4%), Small Disadvantaged Businesses (9.1%), and Small Women-Owned Businesses (5%).

FACTOR 7, Price. Offerors shall submit the Proposal Schedule, as found in Section 00010. The Proposal Schedule will be evaluated in accordance with paragraphs: BASIS FOR AWARD, EVALUATION FACTORS, and PRICE listed below.

ADDITIONAL INFORMATION TO BE PROVIDED IN VOLUME 2:

- The Offer (the SF1442) duly executed with an original signature by an official authorized to bind the company. Include the offeror's DUNS number in block 14.
- Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).
- The completed Section 00600 of the solicitation (Representations and Certifications).
- Financial statement and bank letter that verify that sufficient funds will be available to finance the work.
- For joint ventures, the information required by paragraph "Joint Ventures."
- The offeror must provide a statement from their bonding corporate surety that appears on the list contained in the Department of Treasury Circular 570 "companies holding certificates of authority as acceptable sureties on

federal bonds and acceptable reinsuring companies”, as certifying their bonding capacity for a minimum construction cost of \$103,500,000. Other bonding options are available in accordance with FAR 28.204 and may be provided as an alternative to evidence of corporate bonding capacity. Contractors must meet this bonding requirement and provide this documentation to be considered responsive to this solicitation.

JOINT VENTURES

Joint ventures shall submit the following additional documentation regarding their business entities:

A certified copy of their Joint Venture agreement.

A detailed statement outlining the following in terms of percentages, where appropriate.

The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.

The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.

The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.

The bonding responsibilities of the joint venture parties.

Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.

Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.

Identification of party furnishing the facilities, such as office supplies and telephone service.

Identification of party having overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.

If one of the joint venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the joint venture.

SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm will be submitting a proposal under a project advertised by the U.S. Army Corps of Engineers, Kansas City District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, Kansas City
ATTN: CENWK-CT-C/Pamela Wellons
757 Federal Building
601 East 12th Street
Kansas City, Missouri 64016-2896

The questionnaires can also be faxed to 816-426-5169 or e-mailed to Pamela.S.Wellons@usace.army.mil.

If you have questions regarding the attached questionnaire, or require assistance, please contact Ms. Wellons at (816) 983-3802. Thank you for your assistance.

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope, fax to 816-426-5169, ATTN: Pam Wellons, or e-mail to Pamela.S.Wellons@usace.army.mil. Do not return this form to the contractor's offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contractor: ____ Construction ____ Design ____ Design Build

3. Type of Contract: Fixed Price _____ Cost Reimbursement _____
Other (Specify) _____

4. Title of Project/Contract Number: _____

5. Description of Work: (Attach additional pages as necessary)

6. Complexity of Work: High _____ Mid _____ Routine _____

7. Location of Work: _____

8. Date of Award: _____

9. Status: Active _____ (provide percent complete)
Complete _____ (provide completion date)

10. Name, address and telephone number of Contracting Officer's Technical Representative:

11. Name, Title, Address and Telephone Number of Individual completing survey:

12. Date Questionnaire Completed: _____

Please note: Adverse remarks will be provided to contractors in the competitive range for award for response in accordance with Federal Acquisition Regulation requirements. The contracting office will not however, provide your name or copies of this questionnaire to the contractor or any other party not directly involved in the evaluation of the contractor's proposal. Your response to this questionnaire must be received in the contracting office no later than the closing date of the RFP. Questionnaires received after this date will be discarded and will not be evaluated. The evaluation team, if they so choose, may call you for clarification or additional information.

Please answer each of the following questions. **If the rating is other than average or satisfactory please provide additional information in the remarks section.**

QUALITY OF PRODUCT/SERVICE:

1. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent Quality	Above Average Quality	Average Quality	Below Average Quality	Unsuccessful or Experienced Significant Quality Problems

Remarks:

2. To what extent was the contractor able to solve contract performance problems without extensive guidance from government/owner counterparts?

Excellent	Above Average	Average	Below Average	Unsuccessful

Remarks:

3. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent	Above Average	Average	Below Average	Unsuccessful

Remarks:

4. If the evaluated contract was a design assist project, i.e., the construction contractor assisting in the design phase of the contract, rate the contractor’s contribution to the design process:

Excellent	Above Average	Average	Below Average	Unsuccessful	Not Applicable

Remarks:

CUSTOMER SATISFACTION:

5. To what extent were the end users satisfied with:

	Quality?	Cost?	Schedule?
Exceptionally satisfied			
Highly satisfied			
Satisfied			
Somewhat Dissatisfied			
Highly dissatisfied			

Remarks:

6. If given the opportunity, would you work with this contractor again?

Yes _____ No _____ Not Sure _____

Remarks:

TIMELINESS OF PERFORMANCE:

7. To what extent did the contractor meet the contract schedule?

Completed substantially ahead of schedule	
Completed work on schedule with no time delays	
Completed work on schedule, with minor delays under extenuating circumstances	
Experienced significant delays without justification	

Remarks:

8. If work was not completed on schedule, were Liquidated Damages, or other similar penalties assessed?

_____ Yes _____ No

Remarks:

OTHER REMARKS:

9. Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, effectiveness of their small/small disadvantaged business subcontracting plan, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

Section 110
Subcontracting Plan Format

NOTICE TO OFFERORS

If your firm is a large business and your bid exceeds \$500,000 or more for services or \$1,000,000 for construction, your attention is directed to the following provisions contained in the solicitation:

- 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Alternate I)
- 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Alternate I)
- 52.219-16, Liquidated Damages - Small Business Subcontracting Plan
- 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises

For your information, the United Army Corps of Engineers considers the following goals reasonable and achievable for fiscal year and during the performance of the resultant contract.

- a. 61.4% of planned subcontracting dollars will be placed with all small business concerns.
- b. 9.1% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals.
- c. 5% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by women.
- d. 3% of planned subcontracting dollars will be placed with those small business concerns owned and controlled by service disabled veterans.
- e. There are no established goals for planned subcontracting dollars placed with those small business concerns owned and controlled by certified Hubzone concerns, small business concerns owned and controlled by veterans, and Historic Black Colleges and/or Minority Institutions, however, subcontracting with these concerns is highly encouraged.

Goals included in any proposed subcontracting plan should be at least equal to those indicated above. If lesser goals are proposed, you must substantiate how the proposed plan represents the firm best effort to comply with the terms and conditions of the solicitation. Offerors are highly encouraged to become familiarize with the intent of the solicitation provisions and the elements of the subcontracting plan.

The subcontracting plan must contain, at a minimum, the elements set forth in solicitation provision 52.219-9. Proposed plans will be reviewed to ensure the plan represents the firm's best efforts to maximize subcontracting opportunities for small, small disadvantaged and women-owned businesses. Subcontracting plans require Contracting Officer approval prior to contract award.

Should the selected offeror fail to submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, the offeror will be considered ineligible for award. The approved subcontracting plan (to include goals) will become a material part of the contract. An example of a format of a subcontracting plan is attached for your information. The attached ***plan is an example only*** and should not be construed as the only acceptable subcontracting plan format. Any format will be acceptable provided the plan addresses each element as required by the Federal Acquisition Regulations and its supplements.

Should you have any questions or need assistance in developing your plan, please contact the assigned Contract Specialist or the District's Deputy for Small Business at 816-983-3927 or fax your inquiries to 816-426-2979.

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN
EXAMPLE

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE NO: _____

PROJECT TITLE: _____

SOLICITATION NO: _____

CONTRACT NO: _____

1. In accordance with the contract clauses at 52.219-8 and 52.219-9, (*name of contractor*) submits the following Subcontracting Plan for Small, Small Disadvantaged, and Women-owned Business Concerns.

2. Subcontracting goals for this contract:

a. Total contract amount is \$_____.

b. Total dollars planned to be subcontracted (to all types of businesses): \$_____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

***NOTE:** *Women-owned businesses are not considered a small disadvantaged business. Do not include subcontract awards to women-owned businesses in your calculations unless the firm meets the definition of a small disadvantaged business.*

3. The principal items or areas we will subcontract under this contract are (**NOTE: Construction contractors remember to include materials/supplies when developing plan. Also, list each subcontracted task by Division and Section number**):

a. Of the items or areas stated in 3; we plan to subcontract the following to Small Businesses:

b. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Disadvantaged Businesses:

c. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Women-Owned Businesses:

d. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Service Disabled Veterans-Owned Businesses:

e. Of the items or areas stated in 3.a; we plan to subcontract the following to Small Veteran-Owned Businesses:

f. Of the items or areas stated in 3; we plan to subcontract the following to Hub Zone concerns:

g. Of the items or areas stated in 3; we plan to subcontract the following to Historically Black Colleges and Minority Institutions:

****NOTE: SEE LAST PAGE IF THIS SOLICITATION HAS OPTIONS (delete this statement from your plan)****

4. Provide a description of the method your firm used to develop the subcontracting goals in paragraph 2:

5. Indirect costs were () were not () used in establishing subcontracting goals. ***If indirect costs are included in your goals, furnish a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns (ii) small disadvantaged business concerns and (iii) women-owned.***

6. The following individual will administer this Subcontracting Plan on behalf of (name of contractor):

Name: Title:

Address:

Telephone:

The aforementioned individual's specific duties will include, but is not limited to:

a. Developing and maintaining source lists of small, small disadvantaged and women-owned small business concerns. Sources used are the Small Business Administration's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, Minority Business Development Agency, US Department of Commerce, Local Minority Business Development Centers, Economic Development Centers, and National Center for American Indian Enterprise Development.

b. Assuring the inclusion of small, small disadvantaged, and women-owned small business concerns in all solicitations for products or services which they are capable of providing; and ensuring that all solicitations are structured to permit the maximum possible participation by small, small disadvantaged and women-owned small business concerns.

c. Establishing and maintaining records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by a small, small disadvantaged business, or women-owned small business concerns.

d. Preparing and submitting the Subcontracting Report for Individual Contracts (SF 294) and the Summary Subcontract Report (SF 295) in accordance with instructions provided, and coordinating and preparing for all compliance reviews by Federal agencies.

e. Promoting activities necessary to further the intent of the subcontracting plan. Activities include motivational training of purchasing personnel; attendance at workshops, seminars and trade fairs conducted by or on behalf of small business and/or small disadvantaged and/or women-owned small business concerns; and general cooperation with members of the small, small disadvantaged and women-owned small business concerns or their representatives.

7. The following steps will be taken to ensure that small, small disadvantaged, and women-owned small business concerns receive notice of and have an equitable opportunity to compete for intended awards of subcontracts and/or purchase orders for the products and/or services describe in paragraph 4 above:

a. Sources will be requested through SBA's PASS system, business development organizations, minority and small business trade associations and at small, minority and women-owned small business procurement conferences; sources will be contacted; and bidding materials will be provided to all responding parties expressing an interest.

b. The firm will conduct and maintain internal motivational training to guide and encourage purchasing personnel to maintain source lists and guides to small, small disadvantaged, and women-owned small business concerns. Purchasing activities will be monitored to ensure sufficient time is allowed for interested offerors to prepare bids and to ensure continuous compliance with the approved Subcontracting Plan.

8. *[Name of contractor]* agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, who receive subcontracts in excess of \$500,000 (\$1,000,000 in the case of construction) will be required to adopt a plan similar to this one. Such plans will be reviewed to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied.

The acceptability of proposed goals shall be determined on a cases-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, and women-owned subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

9. The Firm agrees to submit periodic reports and cooperate in any studies or surveys required by the Contracting Activity or Small Business Administration to determine the extent of the firm compliance with the subcontracting plan.

10. *(Name of Contractor)* agrees to maintain at least the following types of records to document compliance with the Subcontracting Plan:

a. The names of all organizations, agencies, and associations contacted for small, small disadvantaged, and women-owned small business sources, along with records of attendance at conference, seminars and trade fairs where additional sources were developed.

b. Source lists, guides, and other data identifying small business concerns, small disadvantaged business concerns and women-owned small business concerns.

c. Records of subcontracts award in excess of \$100,000 will demonstrate how small business concerns, small disadvantaged business concerns and women-owned business concerns were solicited or provide an explanation as to why these business concerns were not considered for subcontracting opportunities.

d. Records of subcontract award data to include subcontractor's name and address, to be kept on a contract-by-contract basis.

e. Minutes of internal motivational and training meetings held for the guidance and encouragement of purchasing personnel, and records of all monitoring activities performed for compliance evaluation.

f. Copies of SF 294 and SF 295 showing date and place of filing and copies of all other reports or results of reviews conducted by the contracting agency or other interested agencies of the Federal government to monitor our compliance with this Subcontracting Plan.

11. *(Name of Contractor)* will submit a SF 295, Summary Subcontract Report, on Corps of Engineers projects only. The SF 295 shall be completed and distributed in accordance with the Corps of engineers Supplemental Instructions. *(Name of Contractor)* will not report Corps of Engineers projects through any other Agency unless authorized by the Contracting Officer.

Contractor's Signature: _____

Typed Name: _____

Title: _____

Date: _____

This Plan is Accepted By:

Contracting Officer

Date: _____

NOTE: If this solicitation has options, the plan must contain separate goals for **each** option. **EXAMPLE:**

1. Option # _____

a. Total contract amount is \$ _____.

b. Total dollars planned to be subcontracted (to all types of businesses): \$ _____.

Type of Subcontractor	Amount Planned to be Subcontracted	Percentage of Subcontracted Dollars
Large Business		%
Small Businesses		%
- Small Disadvantaged*		%
- Small Women-Owned		%
- Small Service Disabled Veterans Owned		%
- Small Veteran Owned		%
HubZone Concern		%
Historical Black College and Minority Institution		%
Total		100%

SECTION 00120
PROPOSAL EVALUATION AND CONTRACT AWARD

1. FORMAL SOURCE SELECTION PROCESS

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures. The principal objective of this process is to select responsible offerors to be the overall Best Value to the Government, price and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The right is reserved to accept other than the lowest price offers and to reject any or all offers. Award may be made to the superior proposals, regardless of cost or price, provided that price is determined to be reasonable. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

Source Selection Organization.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA), Source Selection Advisory Council (SSAC) and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate Technical Evaluation and Price Evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, price analysis, small business, and other functional staff management expertise.

Source Selection Procedure.

The source selection procedures will begin with an initial review of proposals and continue with a technical and price evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in paragraph: Evaluation Factors, below. After all members have evaluated each individual proposal, the team will discuss the ratings and arrive at a consensus rating for each individual selection criteria. The results of the SSEB evaluations will be presented to the SSAC. The SSAC will perform a comparative analysis and present their findings to the SSA. The SSA will rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication prior to establishment of a competitive range, or to establish a competitive range and conduct discussions with those offerors that are included in the competitive range. The Government intends to award without discussions. All communications leading to establishment of the competitive range will be conducted in accordance with FAR Part 15.306b.

If a competitive range is established, discussions will be conducted with offerors who are included in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final technical ratings will be presented to the SSAC. The SSAC will perform a comparative analysis of the final proposals and present their findings to the SSA. The SSA shall then rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will then make the final source selection decision. If appropriate, the SSA will apply the tradeoff process in the Best Value Continuum.

The proposals received in response to this RFP will be evaluated utilizing a rating system to select the most advantageous proposal. To be considered acceptable, each offeror shall specifically address each of the evaluation factors listed below. Sufficient detail shall be provided, citing specific data as may be required, such that the proposal may be adequately evaluated. The proposal must show clearly that the offeror has an understanding of the work tasks required and has the capability and responsibility to accomplish the project.

The Government is not responsible for information overlooked during the evaluation that is not located in the appropriate proposal section. To ensure that evaluation credit is appropriately received for proposal material submitted, do not incorporate by reference documents not contained in the proposal. References to other sections of the proposal shall be by specific paragraph number (and name, if applicable), page number and section.

2. BASIS FOR AWARD

The Government intends to select, without discussions, the responsible offeror whose proposal conforms to the solicitation and is determined to be the Best Value to the Government in accordance with the following relationship between price and technical merit. The technical evaluation factors, when combined, are considered significantly more important than price (see paragraphs below: Relative Weight of Technical Evaluation Criteria; and Price). The closer the total evaluated technical scores of acceptable proposals are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

3. EVALUATION FACTORS

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in the order of importance described in paragraph: Relative Weight of Technical Evaluation Criteria, with price being of less importance than all technical factors combined.

FACTOR 1 (Volume 1, Part 1) – Corporate Experience

- a. Construction experience
- b. Information Technology infrastructure experience
- c. Preconstruction phase services experience

FACTOR 2 (Volume 1, Part 2) – Past Performance

- a. Quality of product and service.
- b. Customer satisfaction.
- c. Timeliness.

FACTOR 3 Oral Interviews (not part of written proposal)

FACTOR 4 (Volume 1, Part 3) – Preconstruction Phase Major Subcontractor Involvement

FACTOR 5 (Volume 1, Part 4) - Local Market Knowledge

FACTOR 6 (Volume 1, Part 5) - SB – SDB Participation

FACTOR 7 (Volume 2) – Price

4. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA

Factor 1 is the most important technical factor. Within Factor 1, subfactor a is the most important; subfactor b is slightly less important than subfactor a; subfactor c is less important than subfactor b.

Factor 2 is slightly less important than Factor 1. Subfactors are equal in importance.

Factor 3 is equal to factor 2.

Factor 4 is slightly less important than Factors 2 and 3.

Factor 5 is equal to Factor 4.

Factor 6 is less important than Factors 4 and 5.

Factor 7, Price, is significantly less important than Factors 1 through 6 combined.

5. PRICE

Price will not be point-scored, but will be subjectively evaluated. The specific evaluation process is described below. The technical evaluation factors, when combined, are significantly more important than price. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

The Price Proposal Schedule (Volume 2) submitted in response to this solicitation will not be point scored but will be subjectively evaluated for reasonableness over the life of the contract. In the event, during the course of the analysis, the Price Evaluation Team has reason to question the reasonableness of a price proposal, or has reason to believe there is unbalancing in the price proposal, the PET may conduct such additional reasonable analysis as it requires in order to complete a thorough price analysis. Because the evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected because of an unbalanced or an unreasonable price proposal.

The evaluated price information will be reported to the SSAC. The SSAC will incorporate the information into their comparative analysis and report to the SSA. The SSA will utilize the technical ratings and the price evaluations in preparing its overall ranking of the proposals and as to the Best Value determination for selection of successful offerors.

6. PAST PERFORMANCE

In the course of evaluating offerors' proposals, the Source Selection Evaluation Board may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offeror's overall past performance.

Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

During the evaluation, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party. Offerors may be afforded the opportunity to respond to adverse comments made by references in accordance with guidelines identified in FAR Part 15.3. In this case, comments will be extracted and provided to the offeror. Copies of the questionnaires will not be furnished to the offeror and will remain confidential.

During the ranking process the SSA may also consider past performance information in evaluating overall risk associated with a particular offeror.

7. ORAL INTERVIEW

All offerors are required to attend an Oral Interview as part of their proposal. Interviews will be held in the Kansas City District offices or at Fort Leavenworth at a date and time to be determined after written proposals are received. The purpose of the interviews is to augment the written submittals and to allow a dialogue between parties to further enhance government understanding of contractor qualifications, which will be evaluated as a separate evaluation factors. A set of questions will be provided to the offerors prior to the interviews in preparation. Additional information regarding details of the interview will be provided along with the questions. Offeror presentations are not allowed; the intent is to further explore contractor qualifications in an interview format as part of the evaluation process. The interviews will be videotaped; copies of the videotapes will not be provided to the offerors.

This interview will not be considered discussions following establishment of a competitive range as used in FAR 15.306.c.

A maximum of five (5) people shall attend the interview, to include the corporate executive, project manager, and construction superintendent.

8. DEBRIEFING

In accordance with FAR 15.505 Preaward Debriefing of Offerors, and FAR 15.506 Postaward Debriefing of Offerors, the offeror should be aware of the following.

PREAWARD DEBRIEFING OF OFFERORS (FAR 15.505)

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41. U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the Contracting Officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The Contracting Officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the Contracting Officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the Contracting Officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

At minimum, preaward debriefings shall include--

- (1) The agency's evaluation of significant elements in the offeror's proposal;
- (2) A summary of the rationale for eliminating the offeror from the competition; and
- (3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

Preaward debriefings shall not disclose--

The number of offerors;

The identity of other offerors;

The content of other offerors' proposals;

The ranking of other offerors;

The evaluation of other offerors; or

Any of the information prohibited in 15.506(e).

An official summary of the debriefing shall be included in the contract file.

POSTAWARD DEBRIEFING OF OFFERORS FAR 15.506

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. (Individuals who conducted the evaluations shall provide support.)

At a minimum, the debriefing information shall include--

- (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

- (2) The overall evaluated price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
 - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--
- (1) Trade secrets;
- Privileged or confidential manufacturing processes and techniques;
- (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
 - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

(v) 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 --

(1) Those prices,

(i) 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 contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

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

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, 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.

(vi) 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 (DEC 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.

(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)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 233220.

(2) The small business size standard is \$28,500,000.

(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 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--

(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, 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 preceding.

(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 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; or
- (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)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(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.)

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
- 17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

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

(B) Where the concern is owned by one or more disadvantaged 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

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

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

(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)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(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.

(End of clause)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

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

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(vii) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and

subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

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)

252.247-7022 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)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
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
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
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
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	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
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	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001

52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
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
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	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
52.236-9	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	Accident Prevention	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
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-4	Government-Furnished Property (Short Form)	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991

52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt 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
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
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 Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-17 INCENTIVE PRICE REVISION--SUCCESSIVE TARGETS (OCT 1997) - ALT I (APR 1984)

FILL IN INFORMATION TO BE NEGOTIATED PRIOR TO THE GOVERNMENT'S EXERCISE OF THE OPTION FOR LINE ITEM 0002.

(a) General. The supplies or services identified in the Schedule as Items [Contracting Officer insert line item numbers] _____ are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of _____ dollars (\$_____). The prices of these items shown in the Schedule are the initial target prices, which include an initial target profit of [Contracting Officer insert percent] _____ percent of the initial target cost. Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Submitting data for establishing the firm fixed price or a final profit adjustment formula.

(1) Within _____ days after the end of the month in which the Contractor has completed [see note 1], the Contractor shall submit the following data:

(i) A proposed firm fixed price or total firm target price for supplies delivered and to be delivered and services performed and to be performed.

(ii) A detailed statement of all costs incurred in the performance of this contract through the end of the month specified above, on Standard Form 1411 (or in any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for--

(A) Supplies delivered and services performed; and (B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary).

(iii) An estimate of costs of all supplies delivered and to be delivered and all services performed and to be performed under this contract, using the statement of costs incurred plus an estimate of costs to complete performance, on Standard Form 1411 (or in any other form on which the parties may agree), together with--

(A) Sufficient data to support the accuracy and reliability of the estimate; and

(B) An explanation of the differences between this estimate and the original estimate used to establish the initial target prices.

(2) The Contractor shall also submit, to the extent that it becomes available before negotiations establishing the total firm price are concluded--

(i) Supplemental statements of costs incurred after the end of the month specified in subparagraph (1) above for--

(A) Supplies delivered and services performed; and

(B) Inventories of work in process and undelivered contract supplies on hand (estimated to the extent necessary); and

(ii) Any other relevant data that the Contracting Officer may reasonably require.

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

Establishing firm fixed price or final profit adjustment formula. Upon the Contracting Officer's receipt of the data required by paragraph (c) above the Contracting Officer and the Contractor shall promptly establish either a firm fixed price or a profit adjustment formula for determining final profit, as follows:

(1) The parties shall negotiate a total firm target cost, based upon the data submitted under paragraph (c) above.

(2) If the total firm target cost is more than the total initial target cost, the total initial target profit shall be decreased. If the total firm target cost is less than the total initial target cost, the total initial target profit shall be increased. The initial target profit shall be increased or decreased by _____ percent [see Note 2] of the difference between the total

initial target cost and the total firm target cost. The resulting amount shall be the total firm target profit; provided, that in no event shall the total firm target profit be less than _____ percent or more than _____ percent of the total initial target cost.

(3) If the total firm target cost plus the total firm target profit represent a reasonable price for performing that part of the contract subject to price revision under this clause, the parties may agree on a firm fixed price, which shall be evidenced by a contract modification signed by the Contractor and the Contracting Officer.

(4) Failure of the parties to agree to a firm fixed price shall not constitute a dispute under the Disputes clause. If agreement is not reached, or if establishment of a firm fixed price is inappropriate, the Contractor and the Contracting Officer shall establish a profit adjustment formula under which the total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, determined as follows:

(i) If the total final negotiated cost is equal to the total firm target cost, the adjustment is the total firm target profit.

(ii) If the total final negotiated cost is greater than the total firm target cost, the adjustment is the total firm target profit, less _____ percent of the amount by which the total final negotiated cost exceeds the total firm target cost.

(iii) If the total final negotiated cost is less than the total firm target cost, the adjustment is the total firm target profit, plus _____ percent of the amount by which the total final negotiated cost is less than the total firm target cost.

(iv) The total firm target cost, total firm target profit, and the profit adjustment formula for determining final profit shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(e) Submitting data for final price revision. Unless a firm fixed price has been established in accordance with paragraph (d) above within _____ days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) above, the Contractor shall submit on Standard Form 1411 (or in any other form on which the parties agree)--

(1) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(2) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(3) A list of all residual inventory and an estimate of its value; and

(4) Any other relevant data that the Contracting Officer may reasonably require.

Final price revision. Unless a firm fixed price has been agreed to in accordance with paragraph (d) above, the Contractor and the Contracting Officer shall, promptly after submission of the data required by paragraph (e) above, establish the total final price, as follows:

(1) On the basis of the information required by paragraph (e) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for the supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for final profit or loss determined as agreed upon under subparagraph (d)(4) above.

(g) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of these elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(h) Adjustment of billing prices.

(1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the initial target prices shown in this contract until firm target prices are established under paragraph (d) above. When established, the firm target prices shall be used as the billing prices.

(2) If at any time it appears from information provided by the contractor under subparagraph (i)(1) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that the final cost under this contract will be substantially greater than the target cost.

(3) Any adjustment of billing prices shall be reflected in a contract modification and shall not affect the determination of any price under paragraph (d) or (f) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(i) Quarterly limitation on payments statement. This paragraph (i) shall apply until a firm fixed price or a total final price is established under subparagraph (d)(3) or (f)(2).

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total cost (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (i)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established-- increased or decreased in accordance with subparagraph (d)(4) above when the amount stated under subdivision (ii), immediately above, differs from the aggregate firm target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments,

then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (i) above, and of this paragraph (j), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (i)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (i) above, and of this paragraph (j), modified as required by subparagraph (j)(1), immediately above.

(k) Disagreements. If the Contractor and the Contracting Officer fail to agree upon (1) a total firm target cost and a final profit adjustment formula or (2) a total final price, within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required in paragraphs (c) and (e) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(l) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies or services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(m) Equitable adjustments under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(n) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(o) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(p) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(viii) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as initial target prices, or target prices as agreed upon and stipulated in the pricing document supporting the provisioning or added items. Initial or firm target costs and profits and final prices covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

(End of clause)

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
6.5%	6.9%

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

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, 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 Fort Leavenworth, Leavenworth County, Kansas.

(End of provision)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUL 2002)

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

Component means an article, material, or supply incorporated directly into a construction material.

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 construction material (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 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: **none**

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

(c) Request for determination of inapplicability of the Buy American Act.

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

(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)*
Item 1:			

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

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

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

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

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(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.ccr.gov>.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) 0002 is incrementally funded. For these item(s), the sum of \$25,200,000 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent

period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of option	\$25,200,000
Fiscal Year 2005	\$43,200,000
Fiscal Year 2006	Remainder

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, 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 index of drawings.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

The period of performance for the design phase services (line item 0001) is from the date of contract award for a period of **365 calendar days**.

For the construction phase services (line item 0002) the Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **To Be Negotiated** after receipt by the contractor of the notice to proceed. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ _____ * [Contracting Officer shall provide this amount with the request for proposal for the construction phase services and it will be incorporated into the contract upon exercise of the option to construct.] 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.

*The liquidated damages listed will be for Corps of Engineer damages only. The government reserves the right to increase this amount to add additional damage costs associated with late completion of the project.

(End of clause)

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

SECTION 00810

WAGE RATES

WAGE RATES WILL BE PROVIDED WHEN REQUEST FOR PROPOSAL FOR CONSTRUCTION EFFORT IS ISSUED AND WILL BE INCORPORATED INTO THE CONTRACT UPON EXERCISE OF THE OPTION TO CONSTRUCT.

DIVISION 1 - GENERAL REQUIREMENTS

01010	Scope of Work
01100	General
01312A	Quality Control System (QCS)
01320A	Project Schedule
01330	Submittal Procedures
01355A	Environmental Protection
01450	Testing for Mechanical and Electrical Systems
01451A	Contractor Quality Control
01500A	Temporary Construction Facilities
01572	Construction and Demolition Waste Management
01670	Recycled Recovered Materials
01780A	Closeout Submittals
01781	Operation and Maintenance

SECTION 01010

SCOPE OF WORK

PART 1 GENERAL

1.1 SERVICES TO BE PROVIDED

The Contractor will provide personnel as needed to perform all required services including, but not limited to, those described in this solicitation. The scope of services under this contract includes Preconstruction Services and Construction. The Contractor must maintain a team with the expertise and capability to manage and coordinate the timely and orderly development and construction of the proposed project. The Contractor shall be required to assign, as needed, a team consisting of appropriate construction professionals. The contractor is expected to maintain the same team from the preconstruction services through completion of construction.

1.1.1 Preconstruction Services

Preconstruction Services shall include, but are not limited to, review and evaluation of the design documents for constructability, value engineering suggestions, risk management review and workshop, identification of any problems or errors in the design and design documentation, consultation during construction document production, assist in defining bid packages and construction phasing, preliminary project schedule development, cost estimates, and development of subcontractor and supplier interest.

1.1.2 Construction

Construction shall include, but is not limited to, construction of the building and related site development, coordination of regular construction meetings, CPM scheduling, maintaining of construction records including daily logs and monthly reports, commissioning and turnover to designated facility management staff, and other required supplemental services if so requested by the Government.

1.1.3 Contractor Responsibilities

The Contractor shall provide the government with sound management advice regarding the approach to the project, how to achieve the best value in the work being accomplished, necessary actions to minimize cost and risk, schedule control, alternative ideas, problem/claim prevention, and budgeting. The Contractor shall have complete responsibility for construction of the facility

1.1.4 Price

At the time of the contract award, the Contractor's price for Preconstruction services will form the basis of the contract. At the time of design completion, the contractor will be requested to provide a proposal for construction. The contract may be modified to reflect the agreed upon firm fixed price. See paragraph: Award of Construction Option below.

1.1.5 Specification of Services

The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

1.2 PROJECT SCOPE

1.2.1 Primary Facility

Construct a Command and General Staff College instructional facility. The new facility will include state-of-the-art classrooms modeled on the current TRADOC Classroom XXI. The facility will also include a language laboratory and presentation room; administrative and faculty offices; trophy lounge; conference rooms; two auditoriums; secure compartmented information facility (SCIF); electronic access control systems, restrooms, mechanical and electrical rooms; General Office/VIP dressing and preparation rooms; and storage areas. Existing stained glass windows will be removed from Bell Hall, restored and reinstalled in the new facility. Install an intrusion detection system (IDS). Construct an enclosed, climate-controlled connection to the Combined Arms Research Library (CARL). Connect to the existing energy monitoring and control system (EMCS). Access for the handicapped will be provided in the new facility. Heating and air conditioning will be provided from a new heating and air conditioning system. Bell Hall will be demolished on acceptance of construction and completion of the move of the college to the new facility.

1.2.2 Supporting facilities

Supporting facilities include relocation and new utilities; electric service; exterior lighting; sanitary sewer; fire protection and alarm systems; parking, walks, curbs and gutters; storm drainage; landscaping; relocate Stimson Road; construct a new entry road and associated access control gate; new low hazard earthen dam downstream of the new facility; information systems; data links to key post facilities and site improvements.

1.2.3 Anticipated Award Period

The Government anticipates award of this contract by December 2002. Award of the construction option is tentatively scheduled for second quarter, FY04, subject to authorization and appropriation of funds for the project by Congress. The Government does not guarantee award within this period nor shall the Government be liable for any costs should award occur before or after this period or not occur at all.

1.2.4 General Requirements

The Contractor shall perform all the services required under this contract. The Contractor is responsible for conducting all tasks and providing all resources needed to perform the services in an expeditious and economical manner consistent with the best interests of the Government. The Contractor shall assist the Government in achieving its goals with respect to the project's schedule, budget, scope and quality. These goals are:

- That the scope of the project will be well defined during the preconstruction.
- That the project as designed by the Architect-Engineer (A-E) is constructible and cost efficient.
- That the construction work will be performed in conformity with applicable requirements.
- That the project be completed within the Estimated Construction Cost (ECC) and budget limitations.

- That the construction will be scheduled in coordination with other concurrent or follow-on contracts and government operations.

1.3 PRECONSTRUCTION SERVICES

1.3.1 General Contractor Responsibilities

The Contractor shall assist the Government during the preconstruction phase by participating in the review and evaluation of the design and construction documentation. The Contractor is required to work with the A-E and the Government in a cooperative team effort to develop a quality design. Many design problems and issues can be resolved directly between the A-E and the Contractor. The Contractor is to notify the COR/PM of all issues brought to the attention of the A-E and the A-E's response to each. Most importantly, the Contractor shall make the COR/PM aware of any issues that have the potential to jeopardize the project's goals relating to schedule, cost, quality or scope. The Contractor's principal tasks during the preconstruction phase are as follows:

1. Reviewing and evaluating designs for completeness and constructibility.
2. Preparing cost estimates and construction schedules.
3. Evaluating costs for design alternatives.
4. Conducting VE analyses as needed to support cost and constructibility initiatives.
5. Performing administrative and other services as defined in this scope of work.

1.3.2 Design

The design AE under contract to the government is Atkins Benham, Inc., Oklahoma City, OK. A partial version of the 35% design documents is included in this solicitation for information purposes. The final design will be added to the contract at the time the construction option is exercised.

1.3.3 Consultation

The Contractor shall attend regular meetings with the Government and A-E. The Contractor shall consult with the Government and A-E regarding site use and improvements, and the selection of materials, building systems and equipment. The Contractor shall provide recommendations on construction feasibility, actions designed to minimize adverse effects of labor or material shortages, time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies. The Contractor shall provide recommendations for the use of fast tracking, early ordering of materials, and any other procedures that will maximize the available funds for the project.

1.3.4 Preliminary Evaluation

The Contractor shall provide a preliminary evaluation of the A-E's design documents and project budget requirements, each in terms of the other. Copies of the design documents and a project orientation briefing will be provided to the contractor within fourteen days of contract award. The briefing will be held in Kansas City or Oklahoma City. The evaluation shall be completed and provided to the government within 21 calendar days of receipt of the design. A coordination meeting with the government and the AE will be scheduled to discuss the evaluation. This meeting will take place in Kansas City or Fort Leavenworth.

1.3.5 Preliminary Project Schedule

The Contractor shall prepare and periodically update, a project construction schedule for government review. The Contractor shall coordinate and integrate the schedule with the services and activities of the Government, A-E, Contractor, and other designated Government representatives. As design is completed, the schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, etc. If the schedule updates indicate that previously approved schedules may not be met, the Contractor shall give immediate notice or make immediate and appropriate recommendations to the Government. The Contractor shall make recommendations to the Government concerning possible use of "fast tracking" or multiple construction document packages. The first schedule shall be received within 30 calendar days of completion of the preliminary evaluation outlined above. Schedule updates shall be provided at each project design milestone and as otherwise required during construction.

1.3.6 Design Review.

The Contractor shall review all submittals. DrChecks, an Internet-based review comment management system will be used by the government to coordinate all design review comments. Review meetings will be held at Fort Leavenworth. The contractor shall attend all review meetings and be prepared to discuss contractor comments and concerns.

1.3.7 Design Milestones.

The Contractor is expected to conduct reviews appropriate to the level of design development. The Contractor will assist the Government with design reviews on the following A-E submissions:

- 35% Construction drawings, design analysis and estimate for the new low hazard dam
- 65% Construction drawings, specifications, design analyses & estimates
- 90% Construction drawings, specifications, design analyses & estimates
- 100% Construction drawings, specifications, design analyses & estimates (backcheck of 90% comments)

1.3.7.1 Constructability Review

The Contractor is responsible for conducting a constructability review for each submittal. The primary elements of a constructability review are listed, but not limited, to the items below:

1. Materials, processes, equipment, and labor are appropriate, available, non-proprietary, and comply with Buy American Act provisions.
2. Drawings are complete and coordinated among disciplines.
3. Defects, conflicts, ambiguities, or lack of clarity in documents are identified for correction.
4. Drawings are coordinated for multiple bid packages.
5. Site accommodates access, logistics, and storage.
6. Existing conditions are shown correctly and adequately.
7. Construction duration and phasing of bid packages is reasonable.
8. Use of bid options and unit prices are logical.
9. All required construction work is included in the contract documents.
10. Selected building systems are compatible and viable.

11. Construction details are workable.
12. General condition items are properly addressed (if applicable).

1.3.7.2 Design Review Procedure.

Shortly after award and prior to the first scheduled design review, the Contractor will prepare and submit to the COR for approval a procedure for conducting all design reviews required under this contract. The procedure will include a list of participants and the responsibilities of participants.

Please note: The Contractor shall be responsible for the construction cost impact of all A-E errors and omissions not identified during the design review process. Therefore any necessary changes to correct deficiencies due to these errors and omissions that occur during the construction phase will be the responsibility of the Contractor and will not be considered under the equitable adjustment clause.

1.3.8 Cost Estimate Preparation.

1.3.8.1 Cost Estimate

The Contractor shall provide an independent detailed cost estimate of project work for each design submittal. The cost estimates shall reflect the best estimate of the cost to construct the project described in the drawings and specifications provided to the contractor by the A-E. Cost estimates shall include projected escalation of costs as may occur due to the schedule for construction award. Cost estimates shall be based on the same drawings and specifications provided to the Government for its review. Contractor prepared cost estimates shall be provided with twenty-one calendar days of receipt of the submittal from the AE. The estimate format shall match the AE's estimate format so line item comparisons and analysis can be made. The AE will meet with the contractor after award to discuss estimate format. This meeting will be held in Oklahoma City. Cost estimates shall be provided for each of the design milestones listed above.

1.3.8.2 Estimating Guidelines

The Contractor's cost estimator should follow the following guidelines in developing the estimates:

1. Unit costs are reasonable
2. Quantity takeoffs are accurate
3. All design elements are included
4. Level of detail is appropriate to design stage
5. Formats are correct
6. Cost escalation factors are properly applied
7. Balance of costs among building systems are acceptable
8. Up-to-date scope modifications are reflected
9. Perform all necessary reconciliation and/or variance analysis

The Contractor shall coordinate and reconcile any differences between the A-E's cost estimate and the Contractor's cost estimate before the A-E can continue with design.

1.3.9 Problem Resolution.

The Contractor will assist the Government in problem resolution during the preconstruction phase. The Contractor will make recommendations on how to correct problems with respect to constructability, cost estimates, and other

administrative or technical matters, and will notify the A-E in writing, copy furnished the government, of any errors or omissions found. Routine design problems and issues usually can be resolved directly between the A-E and the Contractor. The Contractor shall not take any action, however, that impinges on the A-E's professional and contractual responsibility for the design of the project. The Contractor will advise the PM immediately of any problem which the Contractor considers beyond its ability to resolve, particularly problems which have the potential for jeopardizing the project goals relating to schedule, cost, quality or scope.

1.3.10 Coordination Meetings

In addition to the meetings already identified above, the contractor shall attend a minimum of five coordination meetings during the preconstruction phase. These meetings may be held at Fort Leavenworth, Kansas City, or Oklahoma City. These meetings are anticipated to last three days. Several members of the contractor's staff may be required to attend each meeting.

1.4 CONSTRUCTION (OPTION)

The Contractor shall perform the customary services of a general contractor during the construction phase of this project to provide a complete and usable facility in accordance with the approved plans and specifications. The final plans and specifications will be added to the contract at the time the option pricing is requested.

1.4.1 Competitive Pricing of Subcontracted Work

For all subcontracted work, the Contractor shall obtain competitive pricing from a minimum of three (3) independent sources. The results of competitive pricing shall be made available to the Government, and the Government shall participate in the price / quality trade-off process leading to the selection of sub-contractors. For items or work where three sources are not available due to circumstances such as uniqueness of the item, limited sources, regional shortages, the Contractor shall substantiate this situation to the satisfaction of the Government. The Contractor shall make recommendations for change or substitution of these items to promote the maximum competition available. Self-performed work is permitted if competitively priced, demonstrated to be in the Government's best interest and approved by the COR/CO. The Contractor shall solicit drawing and specification reviews from all sub-contractors pricing the work, and shall ensure that the sub-contractor pricing reflects the costs for resolution of any errors or omissions that were noted.

1.4.2 Award of Construction Option

Award of the construction option is contingent on several factors, to include:

- The ability to negotiate a construction price within funds available. If a negotiated price within the funds available for the project cannot be reached, the government reserves the right to not exercise the construction option and issue the project for competitive bidding.

- Congressional authorization and appropriation. This project is line item appropriated by Congress. If Congress does not authorize and appropriate funds for the project, the construction option will not be awarded or will be delayed until Congress approves the project.

- Participation of the contractor during the preconstruction services. If the contractor does not participate at an acceptable level during design in all phases as outlined in this solicitation, the government reserves the right to not exercise the construction option and issue the project for competitive bidding.
- Excessive team turnover and lack of team commitment to the project will also be a consideration for awarding or not awarding the construction option.

1.5 CONTRACT ADMINISTRATION

1.5.1 Contract Type

The government contemplates award of a Fixed-Price contract under FAR 16.202 for the preconstruction services portion of this contract. The optional construction portion of this contract will be a Fixed-Price Incentive (Successive Targets) contract under FAR 16.403-2. See FAR 52.216-17 for detailed procedures and instructions related to cost and price administration for the Construction option. The contractor shall provide initial target costs and profit at the 65% design stage.

1.5.2 Fixed Price Incentive - Successive Targets Production Point

1.5.2.1 Scope

When the AE has completed the 100% construction documents, considering the contractor's review comments, the Production Point, as defined in FAR 52.216-17 "Incentive Price Revision - Successive Targets" has been reached. At this point, the contractor shall submit the data required by paragraph (c) of the FAR clause 52.216-17. The parties may negotiate a firm fixed price, using the firm target cost plus the firm target profit as a guide, or may negotiate a formula for establishing the final price.

1.5.2.2 Content

In addition to the data required by paragraph (c) of FAR 52.216-17, the contractor shall include with the proposal a written statement of its basis which shall include:

- A list of the construction documents, including all amendments and conditions of the contract, which were used in preparation of the firm target price proposal.
- A list of allowances and a statement of their basis.
- A list of the clarifications and assumptions made by the contractor in preparation of the firm target price proposal to supplement the information in the construction documents.
- The proposed firm target price, organized by trade categories, allowances, contingencies and other items that comprise the firm target price.
- The date of substantial completion upon which the firm target price is based, and a schedule of the construction documents issuance upon which the date of the substantial completion is based.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

(End of Section)

SECTION 01100

GENERAL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

ENGINEER REGULATIONS (ER)

ER 415-1-17 (1993) Contractor Performance Evaluations

1.2 INQUIRIES

Pursuant to SECTION 00100 paragraph titled "Instructions to Offerors--Competitive Acquisition", any inquiries regarding this Invitation, before proposals are received, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: MS Christine Hendzlik. Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to MS Hendzlik by calling Area Code 816-983-3269. Telephone calls concerning the mailing of plans and specifications should be made to Contracting Division at Area Code 816-983-3975. Collect telephone calls will not be accepted. (KCDO APR 84)

1.3 SUPERINTENDENCE OF SUBCONTRACTORS

(a) The Contractor shall be required to furnish the following:

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

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

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

1.3 PERFORMANCE OF CONTRACTOR AND/OR SUBCONTRACTOR

The performance of the Contractor, and subcontractors if their influence on the overall performance was significant, will be rated after project acceptance. The evaluation will be made using the Construction Contractors Appraisal Support System (CCASS) in accordance with ER 415-1-17. Performance will be evaluated during project performance if the

Contractor's progress has been generally unsatisfactory for a period of three (3) months.

1.5 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

1.5.1 Identification Badge

The Contractor shall provide each employee an identification (ID) badge on the contract start date or on employment start date. The ID badge shall be made of nonmetallic material to prevent electrical shock. The badge shall be easily readable and include the employee's name, contractor's name, functional area of assignment, security clearance if applicable, and color photograph. The ID badge shall be approved by the Contracting Officer's Representative (COR) before the contract start date.

1.5.2 Display of ID Badges

Contractor personnel shall wear the ID badge at all times when performing work under this contract, to include attending Government meetings and conferences. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist, except when safety or health reasons prohibit such placement. Also see paragraph in this section titled "Access Control Requirements".

1.5.3 Answering Telephone

Contractor personnel shall identify themselves as contractor employees when answering Government telephones.

1.5.4 Utilizing Electronic Mail

1.5.4.1 Contractor-sent Email

When contractor personnel send email messages to Government personnel while performing on this contract, the Contractor's email address shall include the company name together with the person's name.

1.5.4.2 Use Address on Government Computers

When it is necessary for the Contractor personnel to have a user address on a Government computer, the Government will ensure that person's email address includes the name of their company.

1.6 ACCESS CONTROL REQUIREMENTS

All contractor employees must comply with the installation's increased security posture. All Contractors who are employed at, or engage in work upon, any Federal military reservation are required to conform to the rules and regulations established by the national and local command authorities.

1.6.1 General Instructions

Contractors are immediately required to register all of their vehicles and provide a comprehensive list of their employees who will engage in employment on the post in accordance with the increased access security measures being implemented by the Fort. The current security posture requires 100% controlled access. As a result of this requirement, Contractors must comply with the following guidance.

1.6.1.1 List of Personnel

Contractors, on their company letterhead, shall annotate the contract number and project they are working under, and a list of all people who will require access to the post to fulfill the requirements of the contract. This list will be taken to the issuing Contracting Officer for a verification signature that the contract is valid.

1.6.1.2 List Submission

The list shall then be taken to the Provost Marshall's Office (PMO) located at 410 McPherson Avenue, where a copy will be made and kept on record for validation during 100% identification checks at the gate. Due to the turnover in personnel, submission of up-dated lists will be required every three months.

1.6.1.3 Vehicle Registration

All Contractors are required to register their vehicles at the PMO. This registration includes both company-owned vehicles or personally-owned vehicles that are required by the Contractor to fulfill the terms of an active contract. All Contractors will need licenses, registration and proof of insurance in order to register vehicles.

1.6.1.4 Multiple Vehicle Registration

For Contractors with two or more vehicles in their fleet, the PMO's office will allow them to send one employee in with proof of insurance and the vehicles' registration documents to register the company vehicles. It is the Contractor's responsibility to ensure that all operators of their vehicles are validly licensed and that their names are on the access roster for the contract.

1.6.1.5 Decals

Permanent post decals will be issued only to those Contractors whose contract terms exceed one year. All others will receive a 90-day pass and renew it as required for the duration of the contract.

1.6.1.6 Failure to Follow Procedures

Failure to follow these procedures may cause untimely delays in post access and could subject the Contractor to termination action. Such delays are not allowable as a claim against the Government due to the Contractor's failure to comply with all applicable regulations and DoD directives.

1.6.1.7 Completion of Contract

All vehicle passes will be turned in to the PMO upon completion of the contract. Contractors shall then provide a memo notifying the local

Contracting Officer that this has been complete.

1.4.2 Restricted Access to Military Installation

1.6.2.1 Controlled Access

The installation has instituted 100% controlled access. Controlled access means there will be military police located at the entry gates. Vehicles entering the installation may be subject to stop and search procedures. At times of increased security alerts, control may be increased or access may be restricted completely. Some gates may be closed during periods of the day or night.

1.6.2.2 Employee Identification

Each Contractor is responsible for furnishing to each employee, and for requiring each employee working on the installation, to display or possess identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.

1.6.2.3 Passes

Passes issued to Contractors and their employees are valid for 90 days and must be renewed upon expiration.

1.7 APPLICATION OF WAGE RATES

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the contractor to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-983-3723) or to the Department of Labor Regional Wage and Hour Division.

Application of wage rates and fringe benefits: For the application of the wage rates and fringe benefits contained in the Decisions of the Secretary of Labor, attached to and a part of this contract, all work required within 5 feet outside building lines shall be considered Building Construction. All other construction not defined herein as Building Construction shall be considered Heavy Construction.

Current wage rate determinations will be provided at such time as the option for construction of the facility is exercised.

8.6 PAYMENTS TO SUBCONTRACTORS

The Contractor's attention is directed to CONTRACT CLAUSE titled "Payment Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of

full payment to the surety.

1.9 PAYMENTS TO CONTRACTOR (KCD MAY 90 - FORMERLY FAR 52.2/9101(a))

The following is an example of a Contractor's release of claims clauses required to comply with the provisions of paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts":

RELEASE OF CLAIMS

The undersigned Contractor under contract dated _____, 2000, between the United States of America and said Contractor for the _____ located at _____, in accordance with paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts" of said contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due.)

1.10 PARTNERING

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve mutual goals with the intent to complete the Contract within budget, on schedule and in accordance with plans and specifications. This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with implementing this partnership will be agreed to by the Contractor and the Government, and will be shared equally with no change in Contract price. To implement this partnership initiative, it is anticipated that thirty (30) days after Notice to Proceed, a team building workshop will be conducted. Follow-up workshops will be held periodically throughout the duration of the Contract as agreed to by the Contractor and the Government.

1.11 PROSPECTIVE CONTRACTOR RESPONSIBILITY

Each offeror shall furnish, within 3 calendar days after receipt of request therefor, data which will show the offeror's ability to perform the work or services required by this Request for Proposals. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the offeror is in a position to perform the work within the time specified.

In addition, if the proposal exceeds \$1,000,000, the offeror shall furnish upon request, a certified statement listing:

(a) Each contract awarded to him within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract.

(b) Each contract awarded to him within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract.

(c) If the prospective Contractor is a joint venture, each joint venture member will be required to submit the above defined certification. There shall also be furnished any other available information which will serve to substantiate the offeror's qualifications as a responsible prospective Contractor. (KCD APR 84)

1.12 PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to SPECIAL CLAUSE titled "Performance of Work by Contractor." The successful offeror will be required to furnish the Contracting Officer, a description of the work which he will perform with his own organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be furnished to the Contracting Officer within 10 days after award of the contract.

1.13 LABORATORY AND TESTING FACILITIES

The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to the CONTRACT CLAUSE titled "Inspection of Construction." The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work. (KCD)

1.14 NORMAL WORKING HOURS

1.14.1 Normal Hours

Normal working hours are limited to Monday through Friday, 7:30 a.m. to 4:30 p.m., except for Federal holidays.

1.14.2 Exceptions

Work outside of normal working hours, or on weekends or Federal holidays, is by exception only, and the Contractor shall obtain written approval for work to be performed outside of normal working hours. When work outside of normal work hours is requested by the Contractor, and permission is granted by the Contracting Officer, this will be for the convenience of the Contractor at no additional cost to the Government. The decision to permit work outside of normal hours lies solely with the Contracting Officer, and the denial of such a request will not be considered as the basis for an equitable adjustment under this contract.

1.14.3 Unusual Circumstances

In unusual circumstances, such as emergency work, or when utility interruptions are required for an extended period of time, or traffic is

adversely affected, etc., work outside of normal work hours may be required by the Contracting Officer.

1.15 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE titled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

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

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

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

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(10)	(5)	(6)	(6)	(7)	(8)	(5)	(5)	(6)	(8)	(10)	(10)

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE titled "Default (Fixed Price Construction)." (ER 415-1-15)

1.16 REQUIRED INSURANCE SCHEDULE

In accordance with CONTRACT CLAUSE titled "Insurance - Work On A Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

Type	Amount
Workmen's Compensation	coverage complying with applicable

State Statute

Employers' Liability	minimum amount of \$100,000.00
General Liability on Comprehensive Form of Policy	minimum limits of \$500,000 per occurrence for bodily injury which includes, but is not limited to, insurance for all work required herein
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

1.17 INTERRUPTIONS TO UTILITY SERVICES

A schedule showing the approximate times of interruptions of utility services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

1.18 CONTRACTOR-FURNISHED EQUIPMENT DATA

At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following subclauses.

(1) Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size, manufacturer, etc., for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

(2) Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item.

(3) Warranty Service Calls. The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and food service equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

1.19 DATE OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

(a) Engineer Manual 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(b) Before initiation of work at the job site, an accident prevention plan, written by the prime contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel.

1.20 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA standards as well as the most current edition of the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

1.21 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSE titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated August 1995 can be ordered from the Government Printing Office (GPO) by calling Telephone No. 202-512-1800.

1.22 SHOP DRAWINGS

The Contractor's attention is directed to clause "Specifications and Drawings for Construction" of the Contract Clauses.

1.23 SUBMITTALS

(a) Submittal Procedures. See Division One SECTION: SUBMITTAL PROCEDURES.

(b) Shop Drawings shall be submitted in ample time to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 and 4026 shall be used for the transmittal of shop drawings. Unless otherwise specified, shop drawings shall be submitted not less than 30 days before commencement of fabrication of fabricated items and not less than 15 days before delivery of standard stock manufactured items. Where materials are stock with the manufacturer, catalog data, including specifications and full descriptive matter, may be submitted as shop drawings. When catalog includes nonapplicable data, the applicable data shall be clearly designated and identified by item number, item name, and name of manufacturer. Shop drawings submitted (including initial and final submittals) shall be reproductions on high quality paper with clear and legible print. Drawings shall generally be bordered a minimum of one inch and trimmed to neat lines and unless otherwise specified, the minimum scale shall be 3/8-inch to the foot. Shop drawings quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of Contractor, contract number, name and location of project, and name of item of work or structure to which the shop drawing applies. Material fabricated or delivered to the site before

approved shop drawings have been returned to the Contractor will be subject to rejection. NO CONSTRUCTION OR INSTALLATION SHALL BE DONE FOR ANY ITEM REQUIRING SHOP DRAWINGS, UNTIL ALL SHOP DRAWINGS FOR THAT ITEM HAVE BEEN APPROVED.

(c) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased. (MRD Ltr 22 Oct 74)

1.24 SPECIAL REFERENCES

(a) Shop Drawings. Offeror's attention is directed to SPECIAL CLAUSE titled "Shop Drawings." The basic requirements for Shop Drawings are set forth in the CONTRACT CLAUSES and SPECIAL CLAUSES.

(b) Approved Equal. Offeror's attention is directed to SPECIAL CLAUSE titled "Approved Equal."

(c) Payment to Subcontractors. Offeror's attention is directed to SPECIAL CLAUSE titled "Payments to Subcontractors."

1.25 DIFFERENCES IN DRAWINGS

In addition to the provisions of CONTRACT CLAUSE paragraph "Specifications and Drawings for Construction," the structural drawings shall govern in cases where they differ from the architectural drawings.

1.26 DAMAGE TO WORK (1966 MAR OCE)

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE titled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE titled, "Changes," of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.27 WORK ADJACENT TO ROADS AND HIGHWAYS

Where the construction work is on or adjacent to, or involves hauling over

public or private roads, streets, or highways, all herein referred to as "roads," the said roads shall, except as otherwise specified or directed, be kept open for traffic at all times during the construction period. Further, the Contractor shall, during said construction, provide, erect and maintain warning signs, lanterns or torches or other safety devices and, when necessary, provide flagmen for protection of traffic to the satisfaction of the Contracting Officer and local authorities. The Contractor shall keep the right-of-way of the roads free of debris that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and repair any damage to the roads occasioned by his operations under this contract to the satisfaction of the Contracting Officer and local authorities having jurisdiction. The drainage from the roads shall not be obstructed by the construction work. The Contractor shall be responsible for obtaining and paying for all permits required for operation on all roads.

1.28 EXISTING ROADS

Where roads under construction follow or tie into existing roads open to traffic, the roads constructed under such conditions shall be open and passable to traffic at all times during construction. Roadbeds shall be maintained to eliminate hazards to traffic, insure a reasonably smooth riding surface, and to provide positive drainage by constant maintenance of sufficient crowns and ditches as construction progresses. During rainy or inclement periods, the roads shall be kept passable by applying adequate surfacing material to the roadbed or by providing a full time attendant to offer assistance to motorists. Upon failure to comply with foregoing requirements, the Contracting Officer reserves the right to direct non-Government sources to correct deficiencies with costs deducted from payment due to the Contractor.

1.29 APPROVED EQUAL

The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to CONTRACT CLAUSE titled "Material and Workmanship."

1.30 SCHEDULE OF WORK

The Contractor's attention is directed to CONTRACT CLAUSE titled "Schedule for Construction Contracts," wherein 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.

1.31 UPKEEP OF ROADWAY AREAS WITHIN A MILITARY INSTALLATION WHICH THE CONTRACTOR USES

In addition to the requirements in CONTRACT CLAUSE titled "Operations and Storage Areas," the Contractor shall comply with the following requirements: Where the construction work is on or adjacent to, or involves hauling over public roads, streets, or highways located on a military installation, all herein referred to as "roads," the said roads shall except as otherwise specified or directed, be kept open for traffic at all times during the construction period. The Contractor shall keep the roads including adjacent construction site free of debris including litter,

waste construction material, mud etc., that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and construction site and repair any damage occasioned with his operations under this contract to the satisfaction of the Contracting Officer. The drainage from the roads shall not be obstructed by the construction work.

1.32 PROTECTION OF UTILITY LINES

(a) It shall be the Contractor's responsibility to protect all existing utility lines from damage during excavation for utilities systems. Any damage resulting to existing utility systems shall be repaired by the Contractor, to the satisfaction of the contracting officer, at no additional cost to the Government.

(b) All requests for access and/or locations must be made through the Contracting Officer's Representative (COR) or Resident Engineer. The Director of Installation Support will work directly with the Resident Engineer to provide timely information to the Contractor.

(c) The Contractor shall be required to locate and mark underground utilities for Fort Leavenworth-owned water, sanitary sewer, storm sewer, and electrical, but excluding fiber/telephone and communications. The Contractor will have use of Fort Leavenworth DPS utility drawings to aid in locating. The Contractor shall be responsible for the location of the electric lines and all other utilities listed above that are of metal or have tracer wires available for locating. The utilities that are of nonconductive construction such as plastic or Transite and have no tracer wire or other means of applying a signal are to be located from the utility maps to the best of the Contractor's ability. The utilities that are located from maps that appear to be in the vicinity of the excavation are to be hand-dug for location purposes. If a line is damaged that is within 10 feet of that shown on the utility maps, the Contractor will be held responsible for its repair. The Contractor shall contact Kansas One-Call for utility checks for Williams Natural Gas, Sprint, Southwestern Bell, and Time-Warner Cable. Fort Leavenworth personnel will locate underground telephone and communications lines. The Contractor shall contact DIS Work Order Desk at (913) 684-5555 to request this service. The Contractor shall mark the proposed route or limits of the excavation in white prior to the request so that the Government personnel will know where to mark for utilities. If the Contractor damages any marked lines during excavation, the Contractor shall contact the Government QA Representative immediately to determine whether the Contractor will perform repairs or reimburse the Government for repairs.

1.33 MODIFICATIONS PRIOR TO DATE SET FORECEIPT OF PROPOSALS R

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for receipt of proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Request for Proposals. If the revisions and amendments are of a nature which requires material changes in quantities or prices proposed or both, the date set for receipt of proposals may be postponed by such number of days as in the opinion of the issuing officer will enable offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for receipt of proposals. (KCD APR 84)

1.34 UNEXPECTED HAZARDOUS SUBSTANCES

In the event that suspected hazardous substances are revealed during construction activities, all such construction activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume construction activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations according to the CONTRACT CLAUSE titled "Differing Site Conditions."

1.35 UNEXPECTED DISCOVERY OF ASBESTOS ON CONSTRUCTION (RENOVATION AND DEMOLITION)

The buildings and areas to be renovated or demolished have been surveyed for the presence of asbestos-containing materials. This survey is not a warranty that asbestos-containing materials are either not present or limited to the amounts found in the survey. Should suspected asbestos-containing material be encountered, the Contractor shall promptly, and before the conditions or the substance encountered is disturbed, give a written notice to the Contracting Officer of the suspected asbestos-containing material conditions encountered. As directed by the Contracting Officer, the Contractor shall remove and dispose of any and all asbestos-containing material as necessary to accomplish the required work which shall be performed in accordance with all pertinent local, state, and federal laws. An equitable adjustment will be made to the Contractor in accordance with the CONTRACT CLAUSE entitled "Changes", for the additional work directed by the Contracting Officer.

1.36 KANSAS SALES AND USE TAX

In accordance with FAR clause 52.229-3, notice is given that the contract price excludes the Kansas sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Kan. Stats. Anno., sec. 79-3606(e), the Contracting Officer will obtain from the State and furnish to the Contractor an exemption certificate for this project for use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services. The Contractor and the subcontractors shall furnish the number of such certificate to all suppliers from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 Amendment to K.S.A., 1976 Supp., 79-3606(e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of five (5) years during which time these invoices are subject to audit by the Kansas Director of Taxation. Upon completion of the project, the Contractor shall complete the Project Completion Certification (Form STD 77, Rev. 6/77) in duplicate returning one copy to the Contracting Officer, and forwarding the other to the Kansas Director of Taxation. (KCD)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)
08/01

PART 1 GENERAL

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become

available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor

32+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.

Connection to the Internet, minimum 28 BPS

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software compatible with MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC

comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch

list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each

pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

3.1 Sub Title

Text

-- End of Section --

SECTION 01320A

PROJECT SCHEDULE
05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the

Project Schedule shall be capable of providing all requirements of this specification. Specifically, the Data Exchange Format shall allow project management systems to share information with other programs, i.e., the Resident Management System (RMS). Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

- a. Submission and approval of mechanical/electrical layout drawings.
- b. Submission and approval of O & M manuals.
- c. Submission and approval of as-built drawings.
- d. Submission and approval of 1354 data and installed equipment lists.
- e. Submission and approval of testing and air balance (TAB).
- f. Submission of TAB specialist design review report.
- g. Submission and approval of fire protection specialist.

h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data.

i. Air and water balance dates.

j. HVAC commissioning dates.

k. Controls testing plan.

l. Controls testing.

m. Performance Verification testing.

n. Other systems testing, if required.

o. Prefinal inspection.

p. Correction of punchlist from prefinal inspection.

q. Final inspection.

3.3.2.4 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.5 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.6 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.7 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.8 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more

than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.9 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.10 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.11 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 20 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Contractor Responsibility for RMS

The Contractor shall be responsible for the downloading and updating of the schedule data into the RMS program that will be used on the subject contract prior to the RMS databases being transferred to the Government as part of the monthly and final payment requests.

3.4.5 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of

data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as

strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request.

The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to

the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

-- End of Section --

SECTION 01330

SUBMITTAL PROCEDURES
09/00

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers and titles as follows:

- SD-01 Preconstruction Submittals
- SD-02 Shop Drawings
- SD-03 Product Data
- SD-04 Samples
- SD-05 Design Data
- SD-06 Test Reports
- SD-07 Certificates
- SD-08 Manufacturer's Instructions
- SD-09 Manufacturer's Field Reports
- SD-10 Operation and Maintenance Data
- SD-11 Closeout Submittals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any

error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. **Caution:** The Contractor is cautioned that for each Contractor's resubmittal required beyond the initial submittal and one resubmittal for corrections required by the Contracting Officer, the Contracting Officer will assess Administrative Deduction in the amount of \$500.00 from the progress payments due the Contractor. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the

specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall complete and submit the forms to the Contracting Officer for approval within twenty (20) calendar days after the Notice to Proceed. The Contractor shall maintain a submittal register for the project in accordance with Section 01312 QUALITY CONTROL SYSTEM (QCS).

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of thirty (30) calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the RMS-QC software that the Contractor is required to use for this contract. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

3.5.1 Procedures

The Contractor shall submit for approval five (5) copies of all submittals.

For all Military projects an additional copy of all submittals (for information only) related to fire protection/detection systems shall be submitted to the Public Works Office for review by the Fire Chief. The mailing address for these submittals shall be obtained at the preconstruction conference. Items not to be submitted in quintuplicate, such as samples and test cylinders, shall be submitted accompanied by five (5) copies of ENG Form 4025. Four (4) copies of items to be sent to the Engineering and Construction Division (EC) shall be sent to EC-DS or EC-GL, addressed as follows:

US Army Engineer District, Kansas City
Federal Building, 601 East 12th Street
Kansas City, Missouri 64106-2896

One (1) copy shall be sent to the Fort Leavenworth Area Office at the following address:

US Army Corps of Engineers, Fort Leavenworth
ATTN: Mr. Christopher Prinslow, Resident Engineer
Building 332, Post Office Box 3387,
Fort Leavenworth, Kansas 66027-0348

3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Two copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

-- End of Section --

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (<i>Specify</i>) |
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

SUBMITTAL REGISTER

CONTRACT NO.
RFP

TITLE AND LOCATION Construction of the Command and General Staff College						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
	01355A		SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.7	G RE												
	01450		SD-01 Preconstruction Submittals														
			Test Plan List		G RE												
			SD-06 Test Reports														
			Test Plans		G RE												
			SD-07 Certificates														
			Operational Test Certifiers		G RE												
	01780A		SD-02 Shop Drawings														
			As-Built Drawings	1.2.1	G RE												
			SD-03 Product Data														
			As-Built Record of Equipment and Materials	1.2.2	G RE												
			Warranty Management Plan	1.3.1	G RE												
			Warranty Tags	1.3.5	G RE												
			Final Cleaning	1.6	G RE												

SECTION 01355A
 ENVIRONMENTAL PROTECTION
 02/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual
WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

1.2.5 Pesticide

Pesticide is defined as any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant or desiccant.

1.2.6 Pests

The term "pests" means arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds and other organisms (except for human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

1.2.7 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and would require a permit to discharge water from the governing agency.

1.2.8 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.2.9 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G, RE.

The environmental protection plan.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor

considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.
- f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.
- g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.
- h. 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 including methods for protection of features to be preserved within authorized work areas.

- i. Drawing showing the location of borrow areas.
- j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:
 - 1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.
 - 2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
 - 3. Training requirements for Contractor's personnel and methods of accomplishing the training.
 - 4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
 - 5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
 - 6. The methods and procedures to be used for expeditious contaminant cleanup.
- k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.
- l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to

participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

q. A pesticide treatment plan shall be included and updated, as information becomes available. The plan shall include: sequence of treatment, dates, times, locations, pesticide trade name, EPA registration numbers, authorized uses, chemical composition, formulation, original and applied concentration, application rates of active ingredient (i.e. pounds of active ingredient applied), equipment used for application and calibration of equipment. The Contractor is responsible for Federal, State, Regional and local pest management record keeping and reporting requirements as well as any additional specific requirements.

1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.8 PROTECTION FEATURES

This paragraph supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. 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 equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or 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 approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

3.2.3 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as specified in Section 01356 STORM WATER POLLUTION PREVENTION MEASURES. BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. Any temporary measures shall be removed after the area has been stabilized.

3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to

prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to maintain compliance with existing State water quality standards and designated uses of the surface water body.

3.3.2 Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and local governments.

3.3.3 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands.

3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal and State air emission and performance laws and standards.

3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

3.4.2 Odors

Odors from construction activities shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State regulations and/or local ordinances.

3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. The Contractor shall comply with the provisions of the State of Kansas rules.

3.4.4 Burning

Burning will not be allowed on the project site unless specified in other sections of the specifications or authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval.

3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste.

3.5.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262 and with the Installation hazardous waste management plan, and all waste removal and disposal shall be in accordance with Section 02090 WASTE REMOVAL AND DISPOSAL. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of

hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer and the Facility Environmental Office. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site shall be accordance with all Federal, State, and local laws and regulations.

3.5.5 Waste Water

Disposal of waste water shall be as specified below.

- a. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.
- b. For discharge of ground water, the Contractor shall surface discharge in accordance with all Federal, State, and local laws and regulations.
- c. Water generated from the flushing of lines after hydrostatic testing shall be discharged into the sanitary sewer with prior approval and/or notification to the Waste Water Treatment Plant's Operator.

3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs.

3.7 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock

or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.8 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

3.9 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.10 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.11 MILITARY MUNITIONS

In the event the Contractor discovers or uncovers military munitions as defined in 40 CFR 260, the Contractor shall immediately stop work in that area and immediately inform the Contracting Officer.

3.12 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.13 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all

signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

SECTION 01450

TESTING FOR MECHANICAL AND ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 APPLICABILITY

This section applies to all mechanical, electrical and security systems and all systems using electromagnetically driven equipment, pneumatic or electronic systems; and high and low voltage electrical distribution systems (except branch panels). For purposes of this section a 'system' is an entity comprised of a series of closely related interdependent components and which is capable of independent performance of a useful function. System components shall include all software and programming as applicable for the system. Some typical examples include:

- 1.1.1 Independently functioning HVAC systems.
- 1.1.2 Alarms.
- 1.1.3 Vibration systems.
- 1.1.4 Condenser and condensate pumping systems.
- 1.1.5 High voltage equipment including cable, splices, switchgear, relays, circuit breakers, fuses, transformers, instrumentation, etc.
- 1.1.6 All food service equipment.
- 1.1.7 Emergency power systems.

1.2 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Test Plan List; G, RE.

Not later than sixty calendar days after Notice to Proceed on the construction option, in accordance with section: Submittal Procedures, and other requirements of the technical provisions, the Contractor shall submit a list for approval consisting of all systems for which test plans are required. This list will be reviewed by the Government and any systems found to be missing will be required to be added by the Contractor and appropriate test plans submitted. No work will be permitted on any of the above systems until this list is submitted.

SD-06 Test Reports

Test Plans; G, RE.

Test plans shall be submitted for approval for all systems contained on the list submitted as required above. Test plans should be submitted as soon as possible so that the progress of the project and corresponding payments will proceed on schedule

SD-07 Certificates

Operational Test Certifiers; G,RE.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 TEST PLAN

3.1.1 Test Plans and Operational Testing

The Contractor shall develop test plans and schedule operational testing for the systems in the approved list. The testing shall be in accordance with the requirements in the appropriate technical provisions and shall include as a minimum the requirements below. All testing required by applicable codes, standards, manufacturers, suppliers, etc., shall be incorporated into the Contractor's test plans. Test plans shall list all equipment required to perform the tests and any Government support required. It shall be in sufficient detail to permit a step-by-step approach to the test and to demonstrate that each system operates as intended by the contract documents. It shall describe as a minimum:

3.1.1.1 What system is being tested, including a listing of all components to be tested.

3.1.1.2 What individual or organization will perform the testing, who will certify the test and qualifications of test personnel.

3.1.1.3 A step by step narrative of testing procedures to be used to demonstrate contract compliance, including all governing standards, such as "sequence of controls," 11ASTM Standard XXX;11 or "IEEE Standard XXX,11 etc.

3.1.1.4 What testing equipment will be utilized.

3.1.1.5 What operator interaction is required.

3.1.1.6 What results are to be expected.

3.1.1.7 Seasonal limitations, if any, including date(s) of proposed testing.

3.1.1.8 A complete schematic diagram (electrical and/or pneumatic, as appropriate) showing all components, and block diagram.

3.1.1.9 A checklist to be used during the operational test.

3.1.2 Testing Process

Outlined below are a number of events related to the status of the test plan and testing. The corresponding percentages indicate the maximum percentage of the value of the system which will be permitted to be installed after the successful completion of the corresponding event indicated, for all systems to which this section applies. Events must be

completed sequentially. Any work performed in excess of the permitted percentages will be at the Contractor's own risk and will not be paid until the event corresponding to the percentage of system value permitted to be installed is successfully completed.

EVENT	MAX % OF SYSTEM VALUE PERMITTED TO BE INSTALLED
3.1.2.1 Contractor has submitted list of systems that require test plans to be approved and system work is ongoing but no test plan submitted.	50
3.1.2.2 Test plan submitted	65
3.1.2.3 * Test plan approved	80
3.1.2.4 Successful completion of test including submission of required documents, reports (i.e. balancing reports for all HVAC systems), operations and maintenance manuals, spare parts, and spare parts data.	** 100

* The Government will process the submittal in accordance with the time frames indicated in specification: Submittal Procedures. If the test plan is disapproved, the Government has an additional 30 days to review the resubmittal from the date it receives the resubmittal.

** If a system involves both heating and cooling modes and one mode has been successfully tested, this percentage shall be reduced to 90% until the testing is completed on both modes.

The contractor may proceed with events as indicated in the table for each system separately.

3.1.3 Operational Tests

Operational tests, including performance tests, shall be conducted for an entire system, not component parts only. Tests may be conducted only after an entire system has been completely installed. Contractor shall provide a minimum of 14 calendar days notice to the Contracting Officer of scheduled tests. This notice must include the Contractor's assurance that all installed work previously identified to the Contractor as being unacceptable, along with all remaining work associated with the respective system, shall be completed and acceptable by the date scheduled for the operational test. Failure of the Contractor to have all contract work acceptably complete for this test will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection costs, if any.

3.2 CERTIFICATION OF OPERATION TESTS

For each system, the Contractor shall obtain the services of an experienced professional who shall certify that the operational test was conducted in accordance with the approved test plan and the results of this test meet all the contract requirements. These individuals must have a minimum of eight (8) years experience in the testing of particular system being tested and shall also meet qualifications (if any) set forth in other technical

sections of the contract specifications.

3.3 COMPONENTS IN SYSTEM FOR PAYMENT PURPOSES

When considering the value of a system for payment purposes, the following components shall be counted as part of a "system".

3.3.1 All electromagnetically driven equipment;

3.3.2 Pneumatic or electric control system;

3.3.3 Gauges, dampers, valves, actuators, controllers, pipes, test sensing elements, logic/processors, CPIs, ducts, insulation, wiring, conduit, switchgear; and

3.3.4 All other mechanical or electrical components, devices or equipment which are essential to the proper function of the system such as pumps, motors, air handling units, chillers, cooling towers, etc.

3.3.5 Software programs and any refrigerants are also considered "parts" of a system.

3.4 CONFLICTS IN REQUIREMENTS

The requirements contained in this section supplement other testing requirements contained in the contract documents. If a conflict exists between the requirements of this section and other parts of the contract documents, the requirements of this section shall take precedence.

-- End of Section --

SECTION 01451A

CONTRACTOR QUALITY CONTROL
05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 20 days after receipt of notice to proceed for construction, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities must be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor

shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of five years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: electrical and mechanical. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; and have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals shall have no other duties other than quality control.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". If the Contractor needs this training, it will be provided by the Government after award.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. When Section 15950A HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951A DIRECT DIGITAL CONTROL FOR HVAC; 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 15995A COMMISSIONING OF HVAC SYSTEMS are included in the contract, the submittals

required by those sections shall be coordinated with Section 01330 SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the

foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$3,500 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the

Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:

USACE Research and Development Center
ATTN: Joe Tom, CEERD-SC-E
3909 Halls Ferry Road
Vicksburg, MS 39180-6199

For other deliveries: same as above

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected.

Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major

commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered

by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

SECTION 01500A

TEMPORARY CONSTRUCTION FACILITIES
02/97

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Facility Requirements

The facilities described in this section are required only after award of Contract Line Item 0002 OPTION BID ITEM "CONSTRUCTION PHASE SERVICES".

1.1.2 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1 Payment for Utility Services

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

1.2.2 Meters and Temporary Connections

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections, distribution lines, and meter bases (Government will provide meters) required to measure the amount of each utility used for the purpose of determining charges. The Contractor shall notify the Contracting Officer, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Government will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. The Contractor shall not make the final electrical connection.

1.2.3 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed to the Contractor prior to the end of the current fiscal year.

1.2.4 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, the Contractor shall notify the Contracting Officer, in writing, 5 working days before termination is desired. The Government will take a final meter reading, disconnect service, and remove the meters. The Contractor shall then remove all the temporary distribution lines, meter bases, and associated paraphernalia. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

1.2.5 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

1.2.6 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.3.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.3.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be as shown on the drawings attached to this section. The signs shall be erected within 15 days after receipt of the notice to proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed from the site.

1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.4.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.5 CONTRACTOR'S TEMPORARY FACILITIES

1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.5.2 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored brown, so that visibility through the fence is obstructed.

Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed

or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the military boundaries. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

1.5.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

1.5.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.5.6 New Building

In the event a new building is constructed for the temporary project field office, it shall be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. It shall be equipped with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. It shall be provided with a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building shall be waterproof, shall be supplied with heater, shall have a minimum of two doors, electric lights, a telephone, a battery operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary facilities shall be furnished. The windows and doors shall be screened and the doors provided with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins shall be

non-removable. The windows shall be arranged to open and to be securely fastened from the inside. Glass panels in windows shall be protected by bars or heavy mesh screens to prevent easy access to the building through these panels. In warm weather, air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F, shall be furnished. Any new building erected for a temporary field office shall be maintained by the Contractor during the life of the contract and upon completion and acceptance of the work shall become the property of the Contractor and shall be removed from the site. All charges for telephone service for the temporary field office shall be borne by the Contractor, including long distance charges up to a maximum of \$75.00 per month.

1.5.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.6 GOVERNMENT FIELD OFFICE

The Contractor shall furnish a temporary office facility a minimum of 24 feet by 44 feet and 1056 square feet of floor space that will accommodate and support the equipment and requirements below. It shall be located where directed and shall be reserved for Government personnel only. The temporary Government office facility, including the parking area, shall have an 8-foot security fence with triple barbed wire and outdoor security lighting. Parking shall include ten (10) off-street parking spaces adjacent to the temporary office. Cooled bottled drinking water facilities, adequate diffused, fluorescent lighting, local commercial telephone service, air conditioning, heating equipment, and a toilet room with water closet and lavatory with sewage facilities shall be furnished and maintained by the Contractor. All windows shall have operable windows and blinds. The office facility shall be divided to include a minimum of two (2) private office areas, one (1) private conference room and a common area that will accommodate four (4) additional workstations. Private offices and conference room shall include entry doors. Conference room shall be sized and equipped to provide a conference table and chairs to accommodate ten (10) people. Each office, conference room and workstation shall have electrical outlets, a dedicated phone line and computer connection. Offices and workstations shall include a desk, chair, ten feet of shelving located where directed, and one legal size filing cabinet with four drawers. Four additional 4-drawer file cabinets shall also be included in the common area. A plan table will be provided behind each desk as a work surface for full size drawings. The common area will include a telephone connection and power to support the required fax and copy machine. Other equipment that shall be provided includes the following:

- Three (3) 3-ft x 4-ft white marker boards to be installed where directed;
- Eight (8) coat hooks to be installed where directed;
- Three (3) plan racks;
- Four (4) separate telephone lines, three (3) for voice and one for fax;
- One (1) ISDN data circuit (128k);
- Seven (7) telephone instruments each capable of using the three voice telephone lines;

Five (5) Dell OptiPlex Gx240, Pentium 4, 1.7 GHz, 256K Cache, with PCI riser personal computers or equal with the following minimum capabilities:

- 4-PCI slots;
- 512 MB, Non ECC, PC133 SDRAM;
- Tower case;
- 3.5 inch, 1.44 MG floppy drive;
- 40 GB, EIDE, 7200 RPM, ATA/100 hard drive;
- 48X internal EIDE CD-ROM;
- DVD-CDRW combo drive with decoder for Windows 2000;
- On-board enhance IDE/IO adapter 2F/4H, 2-Hi Speed Serial/1 BI-dir EPP Par. Port;
- 32 MB, ATI, Rage Ultra 128, Video Card;
- Integrated Sound Blaster Compatible Ac97 Sound Card;
- Harman/Kardon 19.5 speakers or equal;
- 104 enhanced keyboard;
- MS Windows 2000 Professional on CD-ROM and installed on CPU's;
- MS Office Pro 2000 on CD-ROM and installed on CPU's;
- 3-button PS/2 mouse and mouse pad;
- 10/100, Network Interface Card (NIC);
- 19" .26mm 1289x1024 flat screen computer monitor;
- On-site warranty for the duration of the contract; and
- FCC Certified, Novell certified, Windows NT certified.

One Dell OptiPlex GX240, Pentium 4 personal computer for use as a 'server' with the following capability;

- 4-PCI slots;
- 523 MB, Non ECC, PC133 SDRAM;
- Tower case;
- 3.5 inch, 1.44 MG floppy drive;
- 40 GB, EIDE, 7200 RPM, ATA/100 hard drive;
- 48X internal EIDE CD-ROM;
- On-board enhance IDE/IO adapter 2F/4H, 2-Hi Speed Serial/1 BI-dir EPP Par. Port;
- 32 MB, ATI, Rage Ultra, 128, Video Card;
- 104 enhanced keyboard;
- 3-button PS/2 mouse and mouse pad;
- 10/100, Network Interface Card (NIC);
- 17" .26 mm 1289x1024 computer monitor;
- On-site warranty for the duration of the contract;
- FCC Certified, Novell certified, Windows NT certified;
- MS Windows 2000 Professional on CD-ROM and installed on CPU's; an
- Internal tape drive with Windows 2000 Pro compatible backup software.

APC Battery Backup device with PowerChute software for server that will provide 15 minutes of backup power in the event of a power failure;

- ISDN router;
- 16-port switch sufficient for print sharing and file sharing;
- An established LAN within the Government facility to have a minimum of ten drops at locations designated by the Government;
- One laser printer with NIC, HP laser jet 8000N or equivalent capable of making 11 inch x 17 inch documents;
- One HP 1220c with NIC color printer capability;
- One copy of the NAS scheduling software that the Contractor intends to use to manage the project;
- One plain paper FAX machine;
- One copier with the following capabilities: Document feeder, collating, magnification and reduction, duplex copies, sorting, and stapling 11 inch x 17 inch copies;
- Monitored (reporting) security alarm system;

Four (4) handheld cellular telephones, Motorola Model 1700+ or equal with service for the duration of the project. Service shall be digital cellular IDEN technology with integrated digital push to talk 2-way radio coverage within Missouri and Kansas;
One (1) digital camera, Sony model DSC-P5, 3.34 megapixel with 32Mb Memory Stick, Model MSA-32A and two (2) Sony Memory stick floppy disk adapters, Model MSAC-FD2MA/

Maintenance service contract for the computers, printer, router, hub, fax machine and copier shall be provided for the duration of the contract. Toner for the printer and copier shall be provided for the duration of the project. Building entrance doors shall be equipped with a substantial lock with seven (7) keys. Janitorial service shall be provided that includes trash removal, sweeping twice weekly, mopping and dusting weekly, window washing monthly, toilet tissue, hand towels, and liquid hand soap. The Contractor will not be liable for Government long-distance telephone calls.

The Contractor shall provide janitorial service, heating, air-conditioning, local telephone service, electricity, water, sewerage, office equipment maintenance, and monitored security system at no additional cost to the Government for the duration of the project. The facility will be set up and completely operational with all items listed above functional within thirty days after the Notice to Proceed. The entire facility including all furniture, office equipment, camera, computers, printer, copier and communications equipment will remain the property of the Contractor and shall be removed from the site no sooner than 90 calendar days after completion of the work.

1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

1.8 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

1.9 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

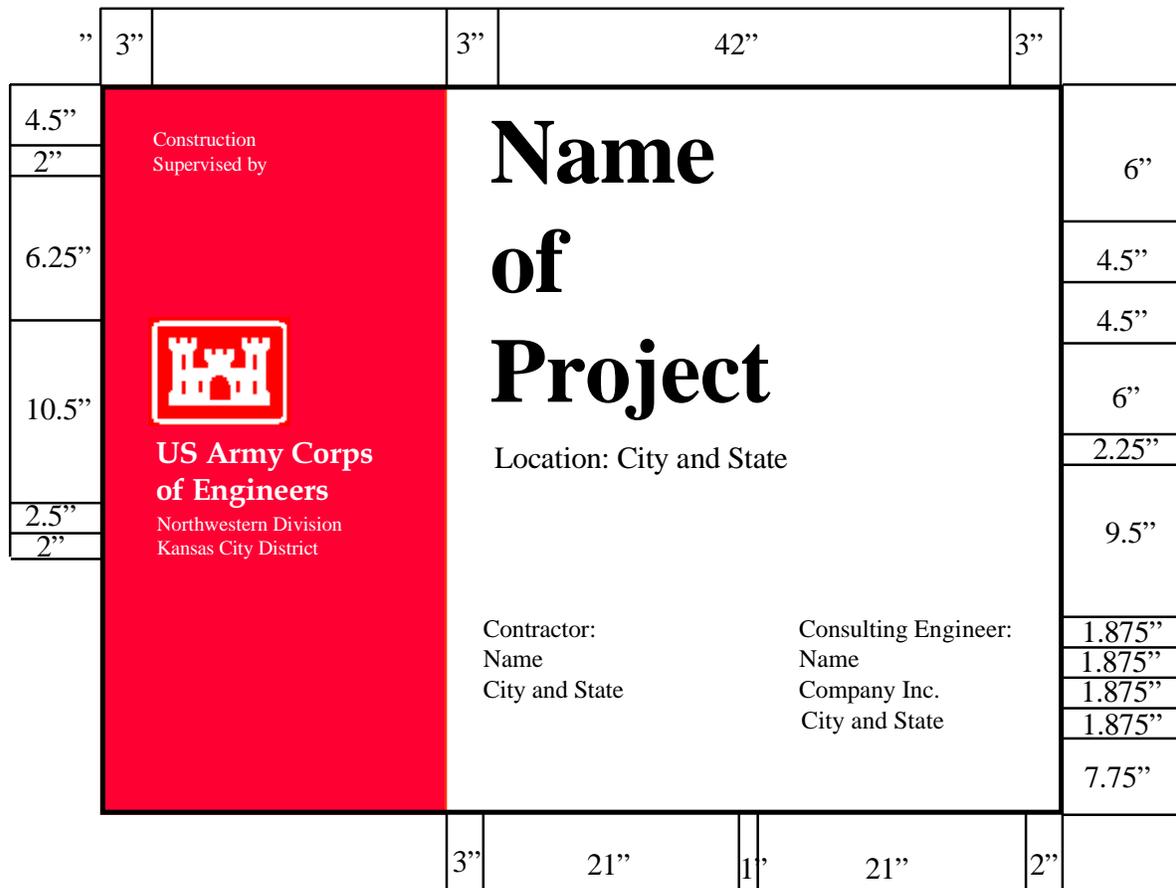
1.10 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

-- End of Section --

The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the White background.

This sign is to be placed with the Safety Performance Sign (See Fig. 2).



Legend Group 1: One to two-line description of Corps relationship to project
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division\ District Name Placed below 10.5" Reverse Signature (6" Castle).
Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards

Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	Various	4' x 6'	4' x 4'	HDO-3	48"	WH-RD/BK

CONSTRUCTION SIGN (CORPS OF ENGINEERS DESIGN)
(Use with Fig 2)

Fig. 1

SAFETY PERFORMANCE SIGN

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign and the performance record captions are standard for all signs of the type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

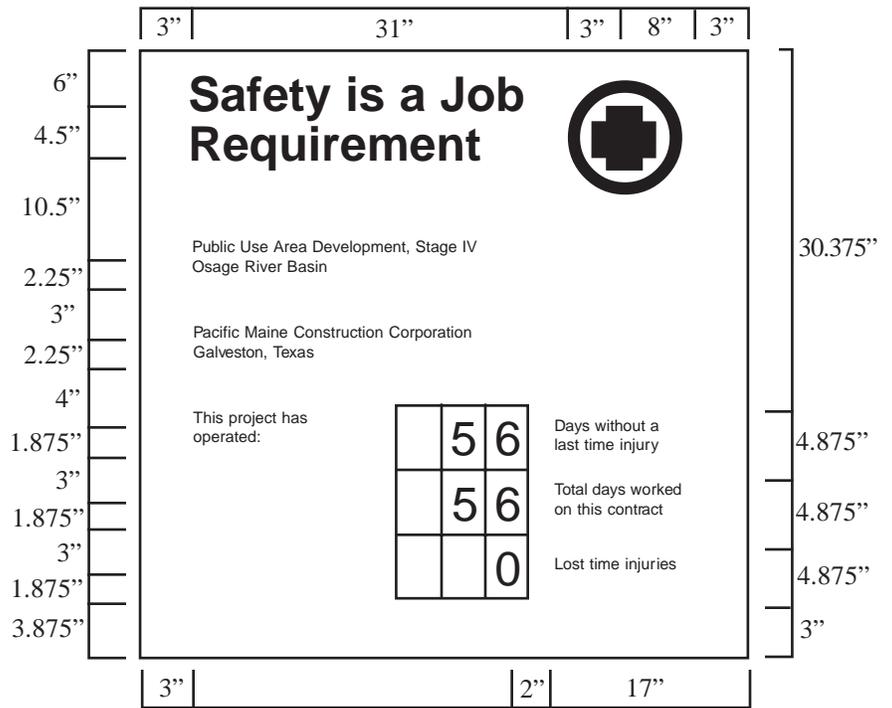
Safety record numbers are mounted on individual metal plates and are screw mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "Safety is a Job requirement" with (8 od.) Safety Green First Aid logo.
Color: to match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

Legend Group 2: One to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

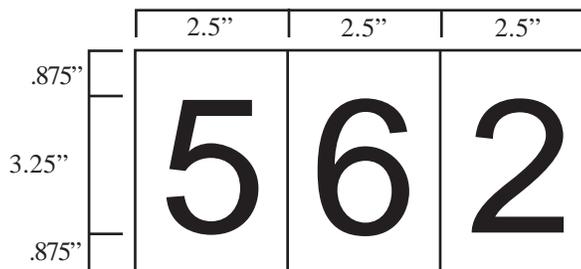
Legend Group 3: One to two-line identification; name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown.
Color: Black
Typeface: 12.5" Helvetica Regular



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	Various	4' X 4'	4" X 4"	HDO-3	48"	WH/BK - GR

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5" X 5"



All typography is flush left and rag right. Upper and lower case with initial capitals only as shown. Letter - and word - spacing to follow Corps standards.

Fig. 2

SECTION 01572

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

10/01

1.1 GOVERNMENT POLICY

Government policy is to apply sound environmental principles in the design, construction and use of facilities. As part of the implementation of that policy the Contractor shall: (1) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse.

1.2 MANAGEMENT

The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor shall be responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling shall accrue to the Contractor. Firms and facilities used for recycling, reuse, and disposal shall be appropriately permitted for the intended use to the extent required by federal, state, and local regulations.

1.3 PLAN

A waste management plan shall be submitted within 15 days after contract award and prior to initiating any site preparation work. The plan shall include the following:

- a. Name of individualson the Contractor's staff responsible for waste prevention and management.
- b. Actions that will be taken to reduce solid waste generation.
- c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
- d. Characterization, including estimated types and quantities, of the waste to be generated.
- e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.

f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.

g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified.

h. Identification of materials that cannot be recycled/reused with an explanation or justification.

i. Anticipated net cost savings determined by subtracting Contractor program management costs and the cost of disposal from the revenue generated by sale of the materials and the incineration and/or landfill cost avoidance.

1.4 RECORDS

Records shall be maintained to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. The records shall be made available to the Contracting Officer during construction, and a copy of the records shall be delivered to the Contracting Officer upon completion of the construction.

1.5 COLLECTION

The necessary containers, bins and storage areas to facilitate effective waste management shall be provided and shall be clearly and appropriately identified. Recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials and separated by one of the following methods:

1.5.1 Source Separated Method.

Waste products and materials that are recyclable shall be separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing.

1.5.2 Co-Mingled Method.

Waste products and recyclable materials shall be placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed.

1.5.3 Other Methods.

Other methods proposed by the Contractor may be used when approved by the Contracting Officer.

1.6 DISPOSAL

Except as otherwise specified in other sections of the specifications, disposal shall be in accordance with the following:

1.6.1 Reuse.

First consideration shall be given to salvage for reuse since little or no

re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Sale or donation of waste suitable for reuse shall be considered. Salvaged materials, other than those specified in other sections to be salvaged and reinstalled, shall not be used in this project.

1.6.2 Recycle.

Waste materials not suitable for reuse, but having value as being recyclable, shall be made available for recycling whenever economically feasible.

1.6.3 Waste.

Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

-- End of Section --

There are many products listed in 40 CFR 247 which have been designated or proposed by EPA to include recycled or recovered materials that may be used by the Contractor in performing the work but will not be incorporated into the work. These products include office products, temporary traffic control products, and pallets. It is recommended that these non-construction products, when used in the conduct of the work, contain the highest practicable percentage of recycled or recovered materials and that these products be recycled when no longer needed.

-- End of Section --

SECTION 01780A

CLOSEOUT SUBMITTALS
05/02

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The Contractor shall refer to Tri-Service CADD Standards for information regarding CADD standards to follow. CADD files for this project are in AutoCAD format. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G, RE

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, 2 sets of blue-line prints of the mylars, and one set of the approved working as-built drawings.

SD-03 Product Data

As-Built Record of Equipment and Materials; G, RE

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan; G, RE

One set sets of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags; G, RE

Two record copies of the warranty tags showing the layout and design.

Final Cleaning; G, RE

Two copies of the listing of completed final clean-up items.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings. The Government provides no warranty, expressed or implied, of the CADD computer files. The Contractor shall assume all responsibility to verify the CADD drawing files. The Contractor will not utilize the CADD drawing computer files to resolve dimensional or other discrepancies. The Government will not guarantee the measurable accuracy of the CADD drawing computer files.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current at all times and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. In addition, the Contractor shall indicate on the As-Built Drawings, the brand-name, description, location, and quantity of any and all materials used which contain asbestos. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. Utility as-built CADD files shall also be provided to the Government on a quarterly basis. The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis.

b. The location and dimensions of any changes within the building structure.

c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

- (1) Directions in the modification for posting descriptive changes shall be followed.
- (2) A Modification Circle shall be placed at the location of each deletion.
- (3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.
- (4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).
- (5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.
- (6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
- (7) The Modification Circle size shall be 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the

contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished "as-designed" drawings in a format compatible with a Windows NT operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

- (1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.
- (2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.
- (3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer #63.

c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 20 days after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.2.1.5 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used
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1.2.3 As-Built Shop Drawings

Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints or one complete set of reproducibles of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the reproducibles and prints is subject to approval.

1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. A draft list shall be furnished at time of transfer. The final list shall be furnished 30 days after transfer of the completed facility.

1.3 WARRANTY MANAGEMENT

1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction in SECTION 00800. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.

4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Performance Bond

The Contractor's Performance Bond shall remain effective throughout the construction period.

a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.

c. Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.3.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be

established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and backcharge the construction warranty payment item established.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

Code 1-Air Conditioning Systems

- (1) Recreational support.
- (2) Air conditioning leak in part of building, if causing damage.
- (3) Air conditioning system not cooling properly.

Code 1-Doors

- (1) Overhead doors not operational, causing a security, fire, or safety problem.
- (2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors

- (1) Overhead doors not operational.
- (2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

- (1) Power failure (entire area or any building operational after 1600 hours).
- (2) Security lights
- (3) Smoke detectors

Code 2-Electrical

- (1) Power failure (no power to a room or part of building).
- (2) Receptacle and lights (in a room or part of building).

Code 3-Electrical

Street lights.

Code 1-Gas

- (1) Leaks and breaks.
- (2) No gas to family housing unit or cantonment area.

Code 1-Heat

- (1). Area power failure affecting heat.
- (2). Heater in unit not working.

Code 2-Kitchen Equipment

- (1) Dishwasher not operating properly.
- (2) All other equipment hampering preparation of a meal.

Code 1-Plumbing

- (1) Hot water heater failure.
- (2) Leaking water supply pipes.

Code 2-Plumbing

- (1) Flush valves not operating properly.
- (2) Fixture drain, supply line to commode, or any water pipe leaking.
- (3) Commode leaking at base.

Code 3 -Plumbing

Leaky faucets.

Code 3-Interior

- (1) Floors damaged.
- (2) Paint chipping or peeling.
- (3) Casework.

Code 1-Roof Leaks

Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks

Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)

No water to facility.

Code 2-Water (Hot)

No hot water in portion of building listed.

Code 3-All other work not listed above.

1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature

shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material_____.
- b. Model number_____.
- c. Serial number_____.
- d. Contract number_____.
- e. Warranty period_____ from_____ to_____.
- f. Inspector's signature_____.
- g. Construction Contractor_____.
- Address_____.
- Telephone number_____.
- h. Warranty contact_____.
- Address_____.
- Telephone number_____.
- i. Warranty response time priority code_____.

j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

1.4 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Prior to final inspection and transfer of the completed facility; all reports, statements, certificates, and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems shall be submitted to and approved by the Contracting Officer as specified in applicable technical specification sections.

1.5 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

1.6 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

SECTION 01781

OPERATION AND MAINTENANCE DATA
12/01

PART 1 GENERAL

1.1 SUBMISSION OF OPERATION AND MAINTENANCE DATA

Submit Operation and Maintenance (O&M) Data specifically applicable to this contract and a complete and concise depiction of the provided equipment, product, or system. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01330, "Submittal Procedures."

1.1.1 Package Quality

Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.

1.1.2 Package Content

Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission.

1.1.3 Changes to Submittals

Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions required by the Contracting Officer for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.

1.2 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

1.2.1 Operating Instructions

Include specific instructions, procedures, and illustrations for the following phases of operation:

1.2.1.1 Safety Precautions

List personnel hazards and equipment or product safety precautions for all operating conditions.

1.2.1.2 Operator Prestart

Include procedures required to set up and prepare each system for use.

1.2.1.3 Startup, Shutdown, and Post-Shutdown Procedures

Provide narrative description for Startup, Shutdown and Post-shutdown

operating procedures including the control sequence for each procedure.

1.2.1.4 Normal Operations

Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.

1.2.1.5 Emergency Operations

Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of all utility systems including required valve positions, valve locations and zones or portions of systems controlled.

1.2.1.6 Operator Service Requirements

Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.

1.2.1.7 Environmental Conditions

Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item/equipment should not be allowed to run.

1.2.2 Preventive Maintenance

Include the following information for preventive and scheduled maintenance to minimize corrective maintenance and repair.

1.2.2.1 Lubrication Data

Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":

- a. A table showing recommended lubricants for specific temperature ranges and applications.
- b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.
- c. A Lubrication Schedule showing service interval frequency.

1.2.2.2 Preventive Maintenance Plan and Schedule

Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation.

1.2.3 Corrective Maintenance (Repair)

Include manufacturer's recommended procedures and instructions for correcting problems and making repairs.

1.2.3.1 Troubleshooting Guides and Diagnostic Techniques

Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.

1.2.3.2 Wiring Diagrams and Control Diagrams

Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation configuration and numbering.

1.2.3.3 Maintenance and Repair Procedures

Include instructions and a list of tools required to repair or restore the product or equipment to proper condition or operating standards.

1.2.3.4 Removal and Replacement Instructions

Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.

1.2.3.5 Spare Parts and Supply Lists

Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. Special consideration is required for facilities at remote locations. List spare parts and supplies that have a long lead-time to obtain.

1.2.4 Corrective Maintenance Work-Hours

Include manufacturer's projection of corrective maintenance work-hours including requirements by type of craft. Corrective maintenance that requires completion or participation of the equipment manufacturer shall be identified and tabulated separately.

1.2.5 Appendices

Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1.2.6 Parts Identification

Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog

1.2.6.1 Warranty Information

List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or contract documents in order to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.

1.2.6.2 Personnel Training Requirements

Provide information available from the manufacturers that is needed for use in training designated personnel to properly operate and maintain the equipment and systems.

1.2.6.3 Testing Equipment and Special Tool Information

Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.

1.2.6.4 Contractor Information

Provide a list that includes the name, address, and telephone number of the General Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization most convenient to the project site. Provide the name, address, and telephone number of the product, equipment, and system manufacturers.

1.3 SCHEDULE OF OPERATION AND MAINTENANCE DATA PACKAGES

Furnish the O&M data packages specified in individual technical sections. The required information for each O&M data package is as follows:

1.3.1 Data Package 1

- a. Safety precautions
- b. Maintenance and repair procedures
- c. Warranty information
- d. Contractor information

- e. Spare parts and supply list

1.3.2 Data Package 2

- a. Safety precautions
- b. Normal operations
- c. Environmental conditions
- d. Lubrication data
- e. Preventive maintenance plan and schedule
- f. Maintenance and repair procedures
- g. Removal and replacement instructions
- h. Spare parts and supply list
- i. Parts identification
- j. Warranty information
- k. Contractor information

1.3.3 Data Package 3

- a. Safety precautions
- b. Normal operations
- c. Emergency operations
- d. Environmental conditions
- e. Lubrication data
- f. Preventive maintenance plan and schedule
- g. Troubleshooting guides and diagnostic techniques
- h. Wiring diagrams and control diagrams
- i. Maintenance and repair procedures
- j. Removal and replacement instructions
- k. Spare parts and supply list
- l. Parts identification
- m. Warranty information
- n. Testing equipment and special tool information
- o. Contractor information

1.3.4 Data Package 4

- a. Safety precautions
- b. Operator prestart
- c. Startup, shutdown, and post-shutdown procedures
- d. Normal operations
- e. Emergency operations
- f. Operator service requirements
- g. Environmental conditions
- h. Lubrication data
- i. Preventive maintenance plan and schedule
- j. Troubleshooting guides and diagnostic techniques
- k. Wiring diagrams and control diagrams
- l. Maintenance and repair procedures
- m. Removal and replacement instructions
- n. Spare parts and supply list
- o. Corrective maintenance man-hours
- p. Parts identification
- q. Warranty information
- r. Personnel training requirements
- s. Testing equipment and special tool information
- t. Contractor information

1.3.5 Data Package 5

- a. Safety precautions
- b. Operator prestart
- c. Start-up, shutdown, and post-shutdown procedures
- d. Normal operations
- e. Environmental conditions
- f. Preventive maintenance plan and schedule
- g. Troubleshooting guides and diagnostic techniques
- h. Wiring and control diagrams

- i. Maintenance and repair procedures
- j. Spare parts and supply list
- k. Testing equipments and special tools
- l. Warranty information
- m. Contractor information

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

-- End of Section --

DIVISIONS 2 THRU 16
TECHNICAL REQUIREMENTS WILL BE PROVIDED WHEN REQUEST FOR
PROPOSAL FOR CONSTRUCTION EFFORT IS ISSUED.