

| | | | | |
|---|---|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W91ZRU-09-B-0002-0001 | 2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 10-Apr-2009 | PAGE OF PAGES 1 OF 40 |
| | IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | |

| | | |
|-------------------------------------|---|----------------|
| 4. CONTRACT NO. W91ZRU-09-C-0002 | 5. REQUISITION/PURCHASE REQUEST NO. F7L3C19084A008 | 6. PROJECT NO. |
|-------------------------------------|---|----------------|

| | | |
|---|----------------|--|
| 7. ISSUED BY W91ZRU USPFO FOR ALASKA KO FOR AKNG PO BOX B, CAMP DENALI FT RICHARDSON AK 99505-2610 TEL: 907-428-6100 FAX: 907-428-6191 | CODE W91ZRU | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX: |
|---|----------------|--|

| | | |
|--------------------------|------------------------------|---|
| 9. FOR INFORMATION CALL: | A. NAME SUZANNE M. COOMES | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (907)428-6189 |
|--------------------------|------------------------------|---|

SOLICITATION

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

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

CONSTRUCTION CONTRACT for Project FXSB069018, Operations & Training Facility. Plans are 183 sheets and Specifications are 1950 pages. Work shall be performed in accordance with (IAW) the plans & specifications. This project is set aside for small business. The North American Industry Classification System (NAICS) Code is 236220 and the Small Business Size Standard is: \$35,000,000.00 in average annual receipts for the past three years. Construction project magnitude is between \$5,000,000.00 & \$10,000,000.00. Persons intending to submit a bid are strongly encouraged to attend the Pre-bid Conference and site visit. See Section 00100 for location and date. LEED design & construction applies. All documents for this solicitation will be posted at <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp> with the exception of the Specifications and the Plans. These documents will be available from the Federal Business Opportunities (FedBizOpps) website at <https://www.fbo.gov/>. Contractors should check the websites frequently for updates to this solicitation.

11. The Contractor shall begin performance within 10 calendar days and complete it within 425 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

| | |
|--|--------------------------|
| 12 A. 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 |
|--|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 06 Mar 2009 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
 ARCTIC SLOPE COMPLIANCE TECHNOLOGIES, IN
 MARSHALL BLAKESLEY
 3900 C ST STE 303
 ANCHORAGE AK 99503-5968

15. TELEPHONE NO. *(Include area code)*
 907-339-5924

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
00ZB9

FACILITY CODE
00ZB9

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

AMOUNTS SEE SCHEDULE OF PRICES

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

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

| AMENDMENT NO. | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| DATE | | | | | | | | | | |

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$6,909,500.00

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified) 1

ITEM
Section 00800

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY CODE FA6520
 FA6520 - 176 MSG/MSC
 BASE CONTRACTING
 5005 RASPBERRY ROAD
 BUILDING 23
 ANCHORAGE AK 99502-1982

27. PAYMENT WILL BE MADE BY: CODE F67100
 F67100 - DFAS-BVFLI
 27 ARKANSAS ROAD, SUITE 300
 LIMESTONE ME 04751-6216

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
 SUZANNE M. COOMES / CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

TEL: (907)428-6189 EMAIL: suzanne.coomes@us.army.mil

31B. UNITED STATES OF AMERICA
 BY *Suzanne Coomes*

31C. AWARD DATE
 15-Apr-2009

Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-----------|------------------|------------|----------------|
| 0001 | | 6,497,000 | Dollars, U.S. | \$1.00 | \$6,497,000.00 |

FXSB069018 OPERATIONS & TRAINING

FFP

Contractor shall provide all plant, labor, equipment, and materials required to perform construction in accordance with specifications and drawings. Specs and drawings are available from FedBizOpps website. Work consists of new construction of a two-story facility of 17055 SF. Construct slab on grade foundation with a combination of concrete masonry units (CMU) and metal insulated wall panels and polyvinyl-chloride membrane roofing to be architecturally compatible with existing facilities. Provide interior finishes to include gypsum board walls, tile or carpet floor coverings, and drop ceilings per the interior finish schedule. Provide interior utilities to include lighting, electrical power service, heat, ventilation, communications, security controls, and fire protection and suppression. Significant civil site work has already been accomplished preparing the site for this facility.

FOB: Destination

PURCHASE REQUEST NUMBER: F7L3C19084A008

ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048

SIGNAL CODE: A

NET AMT

\$6,497,000.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------------|
| 000101 | BASE BID FUNDING FFP THIS CLIN IS FOR INFORMATION ONLY. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | | | | \$0.00 |
| | | | | NET AMT | \$0.00 |
| | ACRN AA CIN: F7L3C19084A0080000AA | | | | \$6,497,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|------------|-------------|
| 0002 | ABI #1 - INTERIOR CASEWORK FFP This ABI includes all plant, labor, equipment, and materials required for the supply and installation of the interior casework in accordance with specifications and drawings. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | 19,500 | Dollars, U.S. | \$1.00 | \$19,500.00 |
| | | | | NET AMT | \$19,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| 000201 | ABI #1 FUNDING FFP THIS CLIN IS FOR INFORMATION ONLY. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | | | | \$0.00 |
| | | | | NET AMT | \$0.00 |
| | ACRN AA CIN: F7L3C19084A00800002A | | | | \$19,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|------------|------------|
| 0003 | ABI #2 - INTERIOR ACCESSORIES FFP This ABI includes all plant, labor, equipment, and materials required for the supply and installation of the interior accessories in accordance with specifications and drawings. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | 7,500 | Dollars, U.S. | \$1.00 | \$7,500.00 |
| | | | | NET AMT | \$7,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|------------|
| 000301 | ABI #2 FUNDING FFP THIS CLIN IS FOR INFORMATION ONLY. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | | | | \$0.00 |
| | | | | NET AMT | \$0.00 |
| | ACRN AA CIN: F7L3C19084A00800003A | | | | \$7,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|------------|-------------|
| 0004 | ABI #3 - LANDSCAPE FFP This ABI includes all plant, labor, equipment, and materials required for the supply and installation of the landscaping in accordance with specifications and drawings. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | 53,500 | Dollars, U.S. | \$1.00 | \$53,500.00 |
| | | | | NET AMT | \$53,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| 000401 | ABI #3 FUNDING FFP THIS CLIN IS FOR INFORMATION ONLY. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | | | | \$0.00 |
| | | | | NET AMT | \$0.00 |
| | ACRN AA CIN: F7L3C19084A00800004A | | | | \$53,500.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|------------|-------------|
| 0005 | ABI #4 - SITE FURNISHINGS FFP This ABI includes all plant, labor, equipment, and materials required for the supply and installation of the site furnishings in accordance with specifications and drawings. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | 62,000 | Dollars, U.S. | \$1.00 | \$62,000.00 |
| | | | | NET AMT | \$62,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|-------------|
| 000501 | ABI #4 FUNDING FFP THIS CLIN IS FOR INFORMATION ONLY. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | | | | \$0.00 |
| | | | | NET AMT | \$0.00 |
| | ACRN AA CIN: F7L3C19084A00800005A | | | | \$62,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|------------|--------------|
| 0006 | ABI #5 - PAVILION FFP This ABI includes all plant, labor, equipment, and materials required for the supply and installation of the pavilion in accordance with specifications and drawings. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | 270,000 | Dollars, U.S. | \$1.00 | \$270,000.00 |
| | | | | NET AMT | \$270,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------------|
| 000601 | ABI #5 FUNDING FFP THIS CLIN IS FOR INFORMATION ONLY. FOB: Destination PURCHASE REQUEST NUMBER: F7L3C19084A008 ADDITIONAL MARKINGS: Project Engineer is James Zwiefel @ 552-0048 SIGNAL CODE: A | | | | \$0.00 |
| | | | | | <hr/> |
| | | | | NET AMT | \$0.00 |
| | ACRN AA CIN: F7L3C19084A00800006A | | | | \$270,000.00 |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|--------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 000101 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 000201 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 000301 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 000401 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 000501 | N/A | N/A | N/A | Government |
| 0006 | N/A | N/A | N/A | Government |
| 000601 | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|-----------------|-----|
|------|---------------|----------|-----------------|-----|

| | | | | |
|--------|--------------|-----------|--|--------|
| 0001 | 435 dys. ADC | 6,497,000 | F7L3C1 - 176 CES SHAD SCHOPPERT 5005 RASPBERRY RD, BLDG 50 ANCHORAGE AK 99502 907-249-1199 FOB: Destination | F7L3C1 |
| 000101 | 435 dys. ADC | | N/A FOB: Destination | |
| 0002 | 435 dys. ADC | 19,500 | F7L3C1 - 176 CES SHAD SCHOPPERT 5005 RASPBERRY RD, BLDG 50 ANCHORAGE AK 99502 907-249-1199 FOB: Destination | F7L3C1 |
| 000201 | 435 dys. ADC | | (SAME AS PREVIOUS LOCATION) FOB: Destination | F7L3C1 |
| 0003 | 435 dys. ADC | 7,500 | (SAME AS PREVIOUS LOCATION) FOB: Destination | F7L3C1 |
| 000301 | 435 dys. ADC | | N/A FOB: Destination | |
| 0004 | 435 dys. ADC | 53,500 | F7L3C1 - 176 CES SHAD SCHOPPERT 5005 RASPBERRY RD, BLDG 50 ANCHORAGE AK 99502 907-249-1199 FOB: Destination | F7L3C1 |
| 000401 | 435 dys. ADC | | N/A FOB: Destination | |
| 0005 | 435 dys. ADC | 62,000 | F7L3C1 - 176 CES SHAD SCHOPPERT 5005 RASPBERRY RD, BLDG 50 ANCHORAGE AK 99502 907-249-1199 FOB: Destination | F7L3C1 |
| 000501 | 435 dys. ADC | | N/A FOB: Destination | |
| 0006 | 435 dys. ADC | 270,000 | F7L3C1 - 176 CES SHAD SCHOPPERT 5005 RASPBERRY RD, BLDG 50 ANCHORAGE AK 99502 907-249-1199 FOB: Destination | F7L3C1 |

000601 435 dys. ADC

N/A
FOB: DestinationSECTION 00010 NOTES**TABLE OF CONTENTS**

SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK
 SECTION 00010 - BID SCHEDULE, NOTES
 SECTION 00100 - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
 SECTION 00600 – REPRESENTATIONS & CERTIFICATIONS*
 SECTION 00700 - CONTRACT CLAUSES
 SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

* Note that as of 01 January 2005, offerors are now required to use Online Representations and Certifications (ORCA), and to update them annually. The website for ORCA is <http://orca.bpn.gov>. This is in addition to filling in the Representations & Certifications in Section 00600.

ATTACHMENT 1 – PLANS AND SPECIFICATIONS FXSB069018 OPERATIONS & TRAINING FACILITY
 ATTACHMENT 2 – ELECTRICAL SERVICE TO THE FACILITY (3 pdf documents)
 ATTACHMENT 3 – PRE-BID MINUTES
 ATTACHMENT 4 – SITE VISIT LOG
 ATTACHMENT 5 – QUESTIONS WITH ANSWERS as of 27 February 2009
 ATTACHMENT 6 – ADDENDUM 001
 ATTACHMENT 7 – Q-008 SCORED BLOCK AND FLUTE BLOCK

SECTION 00010 NOTES

NOTES

1. A complete bid package must contain the following: Offer, Standard Form (SF) 1442, Section 00010 Line Items and Section 00600, Representations and Certifications, completed in their entirety, and a valid Bid Bond. In addition, the offeror must have entered current and complete data within the past year in Online Representations and Certifications (ORCA), is <http://orca.bpn.gov>. When completing the “Offeror” portion of the SF 1442 (Blocks 14 – 20), an official having the authority to contractually bind the company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF1442 is required to have an original signature. All amendments to the solicitation must be acknowledged. Mark the front of the envelope with the following: “**BID No. W91ZRU-09-B-0002**”, and the Name and Address of Bidder. See Block 13A of SF 1442 for required number of copies.
2. All questions and requests for information regarding this Invitation For Bids (IFB) must be received NOT LATER THAN close of business **25 February 2009** in writing, in order to minimize the need to extend the bid opening date. Questions shall be emailed to both Ms. Suzanne Coomes at suzanne.coomes@us.army.mil and Ms. Virginia M. Trezise at virginia.m.trezise@us.army.mil. See Section 00100 for more information.
3. Offeror’s attention is invited to the insurance requirement contained in this solicitation (Contract Clause FAR 52.228-5). Certification of the required coverage for the prime contractor shall be furnished prior to beginning work on this contract, and the Contracting Officer may request evidence of the required insurance at any time during the life the contract.
4. Reference Contract Clause 252.236-7008, CONTRACT PRICES – BIDDING SCHEDULES (DEC 1991). The prices shown in the Bidding Schedule must reflect ALL costs involved in performing the work, as described in the plans and specifications.

5. The term "Bidding Schedule" shall also be construed to mean "Offer Schedule" or "Schedule". The terms "bid" and "offer", and "bidder" and "offeror" shall be construed as having the same meaning in this solicitation and resulting contract.
6. All information relating to this IFB, including pertinent changes/amendments and information will be posted on website: <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>. For security reasons, all potential offerors, plan rooms and printing companies are required to register in the Central Contractor Registration (CCR), <http://www.ccr.gov>, and the Federal Business Opportunities (FedBizOpps) website, <https://www.fbo.gov> in order to view or download the plans or drawings from the web site. A link to this site can be found under Plans at the solicitation website.
7. Facsimile transmission of bid is not authorized.
8. **CLINS 0002 through 0006** are additive bid items and shown in the order of priority. Items shall be sequentially added to determine apparent low bidder in accordance with the procedure described in DFARS Provision 252.236-7007, Additive or Deductive Items, in Section 00100. After determination of apparent low bidder the Government may award any combination of line items.
9. In accordance with FAR 52.219-9 Alt. 1 (see Section 00700), the apparent low bidder will be required to submit a small business subcontracting plan prior to award, if it is a large business.
10. Significant Liquidated Damages (see FAR Clause 52.211-12) apply for exceeding the **425 day** contract performance period. Offeror's attention is directed to performance period requirements in the specifications.

End of Section 00010 word document

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 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 | SEP 2007 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | DEC 2008 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II | APR 1984 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | APR 2008 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | SEP 2007 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.214-26 | Audit and Records--Sealed Bidding | OCT 1997 |
| 52.214-27 | Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding | OCT 1997 |
| 52.214-28 | Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding | OCT 1997 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | JUL 2005 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-9 Alt I | Small Business Subcontracting Plan (Apr 2008) Alternate I | OCT 2001 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 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 | MAR 2007 |
| 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 | SEP 2006 |
| 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 | SEP 2006 |
| 52.222-50 | Combating Trafficking in Persons | AUG 2007 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | DEC 2007 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-11 | Pledges Of Assets | FEB 1992 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 1999 |
| 52.228-15 | Performance and Payment Bonds--Construction | NOV 2006 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-17 | Interest | OCT 2008 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 2008 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 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 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-6 | Subcontracts for Commercial Items | DEC 2008 |
| 52.245-1 | Government Property | JUN 2007 |
| 52.245-9 | Use And Charges | JUN 2007 |
| 52.246-12 | Inspection of Construction | AUG 1996 |

| | | |
|--------------------|--|----------|
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.248-3 | Value Engineering-Construction | SEP 2006 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (May 2004) - 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 | DEC 2008 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | APR 2007 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 252.225-7012 | Preference For Certain Domestic Commodities | DEC 2008 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7005 | Airfield Safety Precautions | DEC 1991 |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers | JAN 2009 |
| 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) | JAN 2007 |
| 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

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Hotline Poster which is available from: DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **Principal Authority Responsible for Contracting (PARC)** and shall not be binding until so approved.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract within **ten (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 **four hundred and twenty-five (425) calendar days**. 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 **\$1,450.46 each date past the scheduled completion date and a one time charge of \$2,219.10** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code _____ assigned to contract number _____.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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

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

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

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

Notice to Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to **USPFO for Alaska, ATTN: P&C, POB B, Camp Denali, FT Richardson, AK 99505.**

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
(AUG 2007)

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

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin 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 Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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 construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and

Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed 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 least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA 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 WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

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

(2) The Contractor shall use only domestic or designated 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) \1\ |
|-----------------------------------|-----------------|----------|---------------------|
| Item 1: | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |
| Item 2: | | | |
| Foreign construction material.... | | | |
| Domestic construction material... | | | |

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

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

Include other applicable supporting information.

(End of clause)

52.228-1 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 **twenty (20)** percent of the bid price or **\$2,000,000**, 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)

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

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

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

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

(End of clause)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **the Engineering firm hired by the Government.**

(b) Weather conditions **on Elmendorf AFB can be extreme. Highs can range in the mid 80s in the summer and lows near 30 below F. in the winter. Care must be taken to protect personnel and materials from these extremes.**

(c) Transportation facilities **on Elmendorf AFB are paved roads to the construction site. All contractors shall have an approved gate pass prior to entering the base. This can be coordinated through the 176th Wing Engineering department. Point of contact is MSG Vernon Osborn at vernon.osborn@elmendorf.af.mil.**

(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://farsite.hill.af.mil>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Alternations are shown in bold and underlined text.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation (DFAR)** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in **Alaska**, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

- (3) Promptly notify the Contracting Officer of any discrepancies;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
 - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

DRAWINGS: FXSB069018 OPERATIONS AND TRAINING FACILITY, 183 sheets; dated December 2008 and ELECTRICAL SERVICE TO THE FACILITY, 3 sheets; dated December 2008.

SPECIFICATIONS; FXSB069018 OPERATIONS AND TRAINING FACILITY, Divisions 1-49 totaling 1950 pages; dated December 2008.

(End of clause)

Section 00800 - Special Contract Requirements

SECTION 00800 NOTES

Section 00800 - Special Contract Requirements

1. INSURANCE - MINIMUM AMOUNTS

1.1. Reference Contract Clause titled, "Insurance -Work on a Government Installation (FAR 52.228-5). Kinds and minimum amounts are as follows:

| <u>KIND</u> | <u>AMOUNTS (FAR 28.307-2)</u> |
|------------------------------------|---|
| Workmen’s Compensation | \$100,000 (see paragraph 1.2, below) |
| Comprehensive General Liability | \$500,000 per occurrence for bodily injury |
| Comprehensive Automobile Liability | \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 for property damage |

1.2. Except in states with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

1.3. NOTE: Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the required insurance has been obtained. The policies referenced in the certification (s) shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The Contractor shall maintain a copy of proofs of required insurance, and shall make copies available to the Contracting Officer upon request. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

2. SUBCONTRACTING PLAN

(Applicable to Large Businesses) All large businesses were required to submit a Subcontracting Plan in accordance with FAR 19.7 with their proposal. This approved plan is incorporated into this award. The contractor shall compile consolidated reports at least semi-annually or when directed by the Contracting Officer, when data is required for reporting purposes. The National Guard Bureau (NGB) Subcontracting Goals for the current fiscal year for use in development of Subcontracting Plan are as follows:

| | |
|--|---------------------|
| <u>Small Business:</u> | <u>67.4%</u> |
| <u>Small Disadvantaged Business:</u> | <u>6.0%</u> |
| <u>Woman-owned Business:</u> | <u>9.0%</u> |
| <u>Service Disabled Veteran Owned Business:</u> | <u>3.0%</u> |
| <u>HubZone Firms:</u> | <u>3.2%</u> |

3. SCHEDULING

3.1. Normal base work hours for the Contractor will be between the hours of 6:00 AM through 6:00 PM, excluding Saturdays, Sundays, and Federal Holidays. If the Contractor desires to work during periods other than above, he must notify the Contracting Officer’s Representative (COR) five (5) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the COR determines that they are reasonably available, he may authorize the Contractor to perform work during periods other

than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the Contractor, the actual cost of the inspection, at overtime rates, will be charged to the Contractor and will be deducted from the final payment of the Contract amount.

3.2. The following Federal legal Holidays are observed by this base:

| | |
|-------------------------------|-----------------------------|
| New Year's Day | 1 January |
| Martin Luther King's Birthday | Third Monday of January |
| President's Day | Third Monday of February |
| Memorial Day | Last Monday of May |
| Independence Day | 4 July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | 11 November |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | 25 December |

3.3. NOTE: Any of the above holidays falling on a Saturday will be observed the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

3.4. Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more), commencement of any warranty work, and upon completion of warranty work, the contractor must notify the Contracting Officer (or the Contracting Officer's Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be by personal contact; however, advance notification may be by telephone, or in writing, and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The purpose of the above precautions is to ensure construction inspection and recording of work proceedings.

3.5. The organization of the specifications into divisions, sections, and articles, and the arrangement of the drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

4. INVOICING AND PAYMENT

4.1. Properly prepared invoices, bearing the contract number, shall be submitted to **USPFO for Alaska, ATTN: P&C, POB B, Camp Denali, FT Richardson, AK 99505**, on designated invoice forms provided at the pre-construction meeting. This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF). See end of this Section (No. 37) for important information and codes needed.)

4.2. To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports, you shall submit your request for payment (invoice) through WAWF. For more information on the WAWF system, including how to register, visit the National Contracting Office website at: <http://www.nationalguardcontracting.org>. Payment will be made by **DFAS-Limestone, 27 Arkansas Rd., Suite 300, Limestone, ME 04751** in accordance with FAR Clause 52.232-5, Payments under Fixed-Price Construction Contracts and Far Clause 52.232-27 Prompt Payment for Construction Contracts. **All payments will be made by electronic transfer of funds (EFT).**

4.3. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, Small Business Subcontracting Reports, have been timely received.

4.4. All requests for payments through WAWF must include a Subcontractor Payment Register pursuant to FAR Clause 52.232-5 and a contractor's certification that reads as follows:

4.4.1. I hereby certify, to the best of my knowledge and belief that –

4.4.1.1. The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

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

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

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

4.5. The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment. Payment may be withheld unless all contractual requirements, including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, and Small Business Subcontracting Reports, have been timely received. Payrolls shall indicate CLIN to which they are applicable.

4.6. A release of claims is required and shall be submitted by the contractor with the final invoice for all final payment requests.

5. CONTRACT ADMINISTRATION

5.1. The contracting office for the **176th Wing BRAC Contracting Team** is the office having administrative jurisdiction over this contract for all matters. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, and point of contact at the project site will be provided at the post-award/pre-construction conference.

5.2. All correspondence shall be addressed to the Contracting Officer. A copy of all correspondence shall be furnished to the contracting officer's representative. Enclosures attached to or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, project number, and project title, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

6. PAPERLESS CONTRACTING

6.1. The National Guard is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that to the maximum extent possible, correspondence, modification distribution, etc., to include specifications and drawings, will be issued using electronic methods, i.e., electronic mail (e-mail). Contractors shall have and maintain capability to receive documents in this manner.

6.2. Additionally, it is anticipated that within the life of this contract, other electronic processes will be enacted. These include, but are not limited to, electronic bidding/offers, change order proposals, and electronic invoicing. When implemented by the Contracting Officer, contractors shall participate fully in any of these new requirements at no additional cost to the Government.

7. TELEPHONE COMMUNICATIONS SECURITY MONITORING

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel must be aware that telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a DOD organization, they are subject to COMSEC procedures. The contractor shall assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.

8. UTILITY SERVICES

Reasonable amounts of water and sewer will be furnished to the Contractor at no cost to the Contractor. The Contractor shall exercise strict conservation practices in the use of these utilities. Should the Contractor be found to be not using utility conservation practices by the inspector, then the cost of this utility use will be passed along to the Contractor for the remaining performance period of the Contract. The Contractor shall install a meter to measure the amount of electrical consumption and will be billed according to the Elmendorf AFB reimbursable rate. Telephone services for Contractor use can be secured at the Elmendorf AFB Anchorage Telephone Utility Office, Building 10492 Necrason, Elmendorf AFB, with the cost of the telephone service borne by the Contractor. The cost of all utility connections shall be borne by the Contractor.

Natural Gas = \$8.49/MCF

Water = no charge for reasonable use

Electrical = 4 cents/kwh blended rate

Sewer = no charge for reasonable rate

9. RESERVED

10. PREPARATION OF MATERIAL APPROVAL SUBMITTALS

The contractor shall submit all materials and articles requiring approval, as required by the Material and Workmanship Clause, FAR 52.236-5. Submittals shall be made using AF Form 3000, or approved equal. Submittals shall be processed in accordance with the procedures in Section 01330, Submittals. Submittals shall be given a distinct identification system by CLIN if multiple CLINS are applicable. Individual submittal documents shall not be comprised of items for more than one CLIN. Address for delivery of submittals will be provided at the post award/pre-construction conference. The contractor is reminded that an individual within the company who has authority to make the certification must sign the certification on the AF Form 3000.

11. WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

11.1. A weekly meeting may be held with the Contractor, COR and Contracting Officer (KO), if necessary, to discuss work progress, problems and potential change orders. The Contractor shall attend these meetings at no additional cost to the Government. Prior to beginning work on specific work elements of a project, the contractor shall confer with the COR and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials; and use of approaches, use of corridors, stairways and similar means of passage.

11.2. In accordance with FAR Clause 52.236-15, "Schedules for Construction Contracts", the contractor shall within five days after work commences on the contract, or another period of time determined by the KO, prepare and submit to the KO for approval three copies of a practicable schedule showing the order in which the contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of work. A composite schedule for the overall contract shall also be provided. The schedule shall be on an AF Form 3064, Contract Progress Schedule, or an approved computer generated format similar to the AF Form 3064. The work shall be scheduled so that, upon the start of construction,

work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the construction period will be rejected. Both the Contractor and the COR are required to provide monthly progress reports covering the period from notice to proceed through final inspection. These reports shall be submitted on AF Form 3065, Contractor Progress Report, or an approved computer generated format similar to the AF Form 3065. These reports shall track progress by CLIN, if contract contains multiple CLINs.

11.3. Additionally, for projects exceeding \$1M, the contractor shall provide a project plan in the most current version of **Microsoft Project** to define work tasks and track progress. At least five days prior to work initiation, the contractor shall provide the Contracting Officer a hardcopy CPM and a formatted diskette or CD copy, or e-mail file copy, of the plan that shall include definition of rescues. Additionally, the project plan shall have a cost per task field for each task – this is commonly called line item cost. No work may start until the Contracting Officer approves the plan in writing. Form 3064, Contract Progress Schedule, can be delivered in hardcopy or Microsoft Excel format.

11.4. The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work. Updated plans and Form 3064 showing work progress (hardcopy and formatted diskette or CD, or e-mail file copy), unless otherwise directed by the Contracting Officer, shall be provided **monthly**. If there are possible deviations from the original plan, those must be noted and approved by the Contracting Officer before work changes are implemented. The schedule shall be submitted to the Contracting Officer, in the number of copies as directed. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts". The reports contemplated by the clause herein titled "Schedules for Construction Contracts" shall be accomplished on and in accordance with instructions pertaining to AF Form 3064, "Contract Progress Schedule" and AF Form 3065, "Contract Progress Report".

12. NOTICE OF COMPLETION OF CONSTRUCTION/PRE-FINAL AND FINAL INSPECTION

12.1. The contractor shall conduct a pre-final inspection in the presence of the Contracting Officer's Representative (COR) prior to the date scheduled for Final Inspection. Any discrepancies noted shall be corrected prior to Final Inspection.

12.2. The contractor shall request scheduling of a final inspection in writing to the Contracting Officer at least **five (5) working days** prior to the desired date or as otherwise negotiated with the Contracting Officer.

12.3. Civil Engineering personnel and the Contracting Officer will perform the Final Inspection in the presence of the contractor, and any discrepancies noted shall be corrected within the time specified by the Contracting Officer.

12.4. Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate substantial completion certificate.

12.5. The contractor is cautioned to ensure they have completed adequate Quality Control reviews prior to scheduling pre-final or final inspections. In the event the Contracting Officer finds that the project is not ready for the applicable inspection, (too many discrepancies) the contractor may be held liable for the costs of a repeat inspection. If the inspection involves A/E personnel these costs may include additional labor, travel and miscellaneous expenses.

13. DESIGNATION OF TECHNICAL REPRESENTATIVE

The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the contract; however, all matters concerning this contract or any work ordered placed against this contract must first be approved by the Contracting Officer. This in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

14. CONTRACTOR STAFF AND EMPLOYEES

14.1. Prior to commencing on-site construction, the contractor shall provide the Contracting Officer with a telephone number and FAX number at which the contractor or his representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

14.2. Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.

14.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.

15. CONTRACTOR OFFICE AND STORAGE

15.1. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

15.2. Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

16. RECORD DRAWINGS

During construction of a project and on the job site, the contractor shall maintain a completed record of all changes and corrections from the layout shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contract or record drawings promptly, and submit the "red line" drawings to the Contracting Officer upon completion of the project. The record drawings shall indicate all changes and corrections concerning the actual locations of all sub-surface utility lines. In order for the location of these lines and appurtenances to be determined in the event the surface opening or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of the 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. The Government does not guarantee the accuracy of existing record drawings; it is the contractor's responsibility to verify all as-built conditions.

17. VERIFICATION OF DIMENSIONS

The contractor shall be responsible for the coordination and proper relation of all aspects of the work. He/she shall field verify all dimensions and advise the Contracting Officer of any discrepancies prior to proceeding with any phase of the work. Where exact locations are not given for the positioning of equipment and devices, they shall be positioned to permit easy access for maintenance and for removal and replacement of component parts.

18. SECURITY REQUIREMENTS

18.1. The contractor shall comply with all security regulations imposed by the base/post commander and/or agency occupying the space where work is to be performed. Any necessary security clearances shall be obtained prior to commencement of work.

18.2. It is expected that new security requirements to satisfy contractor personal identification requirements in Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors," and Federal Information Processing Standards Publication (FIPS PUB) Number 201, "Personal Identity Verification (PIV) of Federal Employees and Contractors" will be enacted

during the life of this contract. Contractor shall comply with all requirements, at no additional cost to the Government.

18.3. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected against vandalism and theft.

19. REGULATIONS

19.1. The contractor shall comply with all applicable Federal, State, Local, DOD, National Guard Bureau, Army and Air Force regulations pertaining to safety, traffic control and fire prevention.

19.2. The contractor may use the Civil Engineering library, which contains most applicable Army and Air Force publications as well as some commercial project data information, or the Defense Procurement and Acquisition Policy website, <http://www.acq.osd.mil/dpap/>, which has links for several other sites with available publications, forms and project data information. These may also be acquired from the Government Printing Office website, <http://www.gpoaccess.gov/index.html>

20. TRANSPORTATION, HANDLING AND STORAGE

20.1. The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site.

20.2. Storage of supplies, materials and equipment on the project site shall be accomplished in such a manner so as to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

21. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

21.1. At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off base. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area (i.e., on nearby runways, ramps or taxiways).

21.2. The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

22. ENVIRONMENTAL IMPACT

All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to, Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal

Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

23. HAZARDOUS MATERIALS

23.1. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a contract modification may be required, subject to equitable adjustment under the terms of the contract.

23.2. The contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturation, impregnation or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

24. POLLUTION ABATEMENT

24.1. All work shall be performed in a manner minimizing pollution of air, water and land as required.

24.2. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the contractor.

24.3. Burning of any material is strictly prohibited.

24.4. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils, bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

24.5. Flushing of concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer's Representative.

24.6. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

25. COORDINATION WITH GOVERNMENT ACTIVITIES

25.1. If it becomes necessary to interrupt work activities in buildings and/or areas for construction purposes, permission to do so must be requested in writing to the Contracting Officer **fourteen (14)** working days prior to commencing work on the planned interruption and shall be subject to Civil Engineering approval. Written requests for street closing shall be submitted for approval of the Civil Engineer **fourteen (14)** working days prior to closing the street.

25.2. Work in connection with this contract which requires utility outages, including electrical, water, gas, steam, etc., which will close down or limit (as determined by the Contracting Officer) normal activities in the building, construction area or other affected areas, shall be performed by the contractor at a time other than the regular work period of the organization occupying the facility. Work required by the contractor on a non-standard basis or at premium pay shall be done at no additional cost to the Government. Request for utility outages shall be submitted to the Civil Engineer, in writing **fourteen (14)** working days prior to commencing work and shall be subject to his/her approval.

25.3. Any temporary construction for facilities used by the contractor for preventing interruption of normal work activity or loss of utility services shall be subject to Contracting Officer's approval.

26. UNAUTHORIZED PERSONNEL

The contractor shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area; excluding direct haul and access routes, contracting and Civil Engineering offices, and points of supply and storage; is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above will be apprehended and appropriately disciplined.

27. PERFORMANCE EVALUATION OF CONTRACTOR

27.1. As a minimum, the contractor's performance will be evaluated upon final inspection. Any specific requirements for contract quality control and quality assurance by the Government personnel will be defined in the specifications. The contractor will be rated as outstanding, satisfactory or unsatisfactory in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The contractor will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to all DoD Contracting Officers for their future use.

27.2. As of 01 November 2006 all DoD contractors are required to obtain a Public Key Infrastructure (PKI) certificate to access the CPARS/ACASS/CCASS applications. DoD contractors are required to purchase a certificate from an External Certificate Authority (ECA) at no additional cost to the Government. . Contractor must be proactive in obtaining certificates, as they will not have the ability to view and comment on performance evaluations without the certificate. . If you have questions on obtaining PKI certificates, please visit www.cpars.navy.mil. Contractors who fail to have their certificates will not be able to access the system

28. CONTRACTOR QUALITY CONTROL

28.1. The contractor shall comply with the quality control provisions as specified herein. The Contractor shall perform all quality control inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The quality control system consists of plans, workmanship, fabrication, construction, and operations that comply with contract requirements. The system shall cover construction operations, including fabrication both on-site and off-site, and shall be keyed to the proposed construction sequence. If the contractor fails to submit an acceptable quality control plan within the time herein prescribed, the Contracting Officer may refuse to allow construction to start if an acceptable interim plan is not furnished or may withhold funds from progress payments in accordance with the contract clause titled, "Payments under Fixed Price Construction Contracts", until such time as the contractor submits an acceptable final plan.

28.2. Quality Control Plan

28.2.1. General. Upon receipt of the Notice of Contract Award, two (2) copies of the contractor's quality control plan shall be submitted for acceptance to the Contracting Officer.

28.2.2. Acceptance. The Contracting Officer's Representative will review the quality control plan. The contractor shall make such changes and additions as necessary for clarity and completeness as requested by the Contracting Officer's Representative through the Contracting Office. Acceptance of the contractor's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the Government reserves the right to require the contractor to make changes in quality control plans, personnel and operations to correct deficiencies and to assure contract compliance.

28.2.3. Changes. When the contractor proposes changes in the quality control plan or implementation during construction, the Contracting Officer shall be notified in writing. The contractor shall implement no changes prior to acceptance in writing by the Contracting Officer.

29. SAFETY ASSURANCE

29.1. Compliance with Regulations. All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subpart A. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. The Safety Manual is available at the following web site: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>.

29.2. Contractor Responsibility. The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any actions on the part of the contractor, his employees or subcontractors, which result in illness, injury or death.

29.3. Inspections, Tests and Reports. The required inspections, tests and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers and others as required, shall be at the contractor's expense.

29.4. Materials and Equipment. Special facilities, devices, equipment, clothing and similar items used by the contractor in the execution of work shall comply with applicable regulations.

29.5. Traffic Control Devices. The contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administration's "Manual on Uniform Traffic Control Devices", 2003 edition with Revision 2 available at <http://mutcd.fhwa.dot.gov/> to ensure proper warnings to motorists and adequate traffic control. The contractor shall provide all warning lights, barricades and other traffic control devices and signs.

30. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance by Government forces, for the same type or similar work as contracted herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

31. VALUE ENGINEERING CHANGE PROPOSALS

All value engineering change proposals (VECP's) shall be submitted in accordance with the requirements of FAR Clause 52.248-3, Value Engineering – Construction. All VECP's shall be submitted in **three (3)** copies.

32. PRE-CONSTRUCTION CONFERENCE

Before work commences on this contract, the Contracting Officer will conduct a conference to acquaint the contractor with Government policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. Contractors and/or major subcontractors shall attend this meeting at no additional cost to the Government.

33. PARTNERING

The Government intends to encourage the formation of cohesive partnerships with the contractors on selected contracts. This partnership will be structured to draw on the strengths of each organization in order to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule, and in accordance with the Plans and Specifications. This partnership between the contractor and the Government will be voluntary and its implementation will not be a part of the contract requirements nor will it result in a change to the contract price or terms.

34. MILITARY REAL PROPERTY DATA – DD FORM 1354

34.1. Contractors shall furnish real property data to the Government for each new construction and/or renovation project awarded, unless otherwise notified. The real property data shall be furnished via DD Form 1354, Transfer and Acceptance of Military Real Property, or in a format prescribed on the DD Form 1354. The Contractor is responsible for accuracy of data current up to the time of submission.

34.2. For major renovation and/or complex projects, or those expected to exceed 12 months, the Contractor shall furnish real property data no less than on a quarterly basis. Frequency of submission shall be standard throughout the duration of the project. Contractors are advised to record information on the DD Form 1354 (or approved facsimile) as the project progresses, due to the volume of data required to be furnished. Upon completion of the project, the Contractor shall furnish a final, comprehensive DD Form 1354.

34.3. DD Form 1354 accounts for **five percent (5%)** of the total contract amount and therefore, **5% must** be shown on the AF Form 3065 or similar breakdown of costs submitted for payment purposes. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

34.4. Contractors should contact **Contracting Officer's Representative (COR)** with questions pertaining to the DD Form 1354. For construction data assistance, Contractors may consult the COR assigned to the project.

35. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

35.1. This Paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

35.1.1. 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.

35.1.2. 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.

35.2. Weather delays will be 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 consideration of these anticipated adverse weather delays in all weather dependent activities.

35.3. Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

35.4. 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 according to 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 bilateral modification.

36. RESERVED.

37. WAWF INVOICES

WIDE AREA WORKFLOW STATEMENT (FEB 2006)

IAW 252.232-7003, all invoices must be submitted via WAWF. It is mandatory that you use this E-Invoicing system to ensure timely payment of your invoice.

WAWF is a web-based tool for the processing of invoices/receiving reports. This will bring about major changes in the amount of time it takes to process these documents making payment much faster. The web site for this system is <https://wawf.eb.mil>. There are no charges to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden. Their number is 1-866-618-5988.

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

TYPE OF INVOICE SUBMISSION:

- Invoice
- Invoice and Receiving Report (Combo)
- Invoice as 2-in-1 (Services Only)
- Construction Invoice
- CAGE Code*: **Six (6) digit code in Block 14**
- Pay DoDAAC*: **Six (6) digit code in Block 27**
- Issue DoDAAC: **Six (6) digit code in Block 7**
- Admin DoDAAC*: **Six (6) digit code in Block 26**
- Inspect By DODAAC*: **Six (6) digit code found at Ship to Address under Delivery Information**
- Contracting Officer*: **Six (6) digit code in Block 7**

Required Fields in WAWF

Contractor: WAWF will prompt asking for "additional E-mail submissions" after clicking "SIGNATURE".

The following E-Mail addresses MUST be input in order to prevent delays in processing:

Inspector (COR): **As provided at the pre-construction conference**

Buyer/Administrator: **As provided at the pre-construction conference**

Contracting Officer: **As provided at the pre-construction conference**

Invoices: **As provided at the pre-construction conference**

The paying office DoDAAC and mailing address can be located on the front of your award. You can easily track your payment information on the DFAS website at <http://myinvoice.csd.disa.mil/index.html>. Your purchase order/contract number or invoice number will be required to inquire status of your payment.

END OF SECTION

ACCOUNTING AND APPROPRIATION DATA

AA: 9790512.50D2 XZ9 41A3 110000 069018 80000 000000 667100 F67100

AMOUNT: \$6,909,500.00

CIN F7L3C19084A00800002A: \$19,500.00

CIN F7L3C19084A00800003A: \$7,500.00

CIN F7L3C19084A00800004A: \$53,500.00

CIN F7L3C19084A00800005A: \$62,000.00

CIN F7L3C19084A00800006A: \$270,000.00

CIN F7L3C19084A0080000AA: \$6,497,000.00