

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912JB-10-R-4005-0003	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 29-Sep-2010	PAGE OF PAGES 1 OF 88
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO. W912JB-10-D-4006	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
-------------------------------------	-------------------------------------	----------------

7. ISSUED BY 127 MSC 43200 MAPLE ST BLDG 105, RM 16 SELFRIDGE ANGB MI 48045-5213  TEL: _____ FAX: _____	CODE W912JB	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <b>See Item 7</b>  TEL: _____ FAX: _____
---	----------------	--

9. FOR INFORMATION CALL:	A. NAME (b) (6)	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 586-239-4731
--------------------------	--------------------	--

**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 Indefinite Delivery-Indefinite Quantity (IDIQ) Multiple Award Task Order Contract for Horizontal maintenance, repair, and construction services, in support of National Guard activities in the State of Mi. These will be Horizontal-disciplined contracts consisting of a Base Award Period of two calendar years, and three one-year option periods. The total contract period, including options, shall not exceed five calendar years. The total of individual task orders placed against this contract shall not exceed \$20,000,000.00. The Government intends to award a minimum of five (5) individual MATOC contracts. This action is being solicited on an UNRESTRICTED basis. The North American Industry Classification (NAICS) Code is 237990 and 237310 and the Size Standard for Small Business is \$33.5M of average annual receipts for the past 3 years. Notice of Price Evaluation Preference for HUBZone Small Business Concerns in accordance with FAR Clause 52.219-4, is applicable. Persons intending on offering a proposal should attend the Pre-Proposal Conference. See Section 00100 for specific registration information and details. Solicitation and all information, notices, amendments for this solicitation will be posted at <http://www.fbo.gov>

11. The Contractor shall begin performance within 1 calendar days and complete it within 730 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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
--	--------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 26 Jul 2010 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee  is,  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)*  
 DAN'S EXCAVATING, INC.  
 JIM DOESCHER  
 12955 23 MILE RD  
 SHELBY TOWNSHIP MI 48315-2707

15. TELEPHONE NO. *(Include area code)*  
 810-254-2040

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

CODE  
 OXUM7

FACILITY CODE

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

AMOUNTS      SEE SCHEDULE OF PRICES

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE										

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

20B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:  
**SEE SCHEDULE**

22. AMOUNT  
**\$0.00**

23. ACCOUNTING AND APPROPRIATION DATA

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

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  
  
**See Item 7**

27. PAYMENT WILL BE MADE BY:      CODE      F67100  
 DFAS - LIMESTONE - 667100  
 DFAS-BAASD/CC (LIMESTONE)  
 PO BOX 369020  
 COLUMBUS OH 43236-9020

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

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

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

31A. NAME OF CONTRACTING OFFICER *(Type or print)*  
 (b) (6) / CONTRACTING OFFICER

30B. SIGNATURE

30C. DATE

TEL: (586) 239-4465      EMAIL: (b) (6)

31B. UNITED STATES OF AMERICA  
 BY (b) (6)

31C. AWARD DATE  
 29-Sep-2010

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Basic Period-MILCON FFP 29 Sep 2010 - 28 Sep 2012: Horizontal MATOC IDIQ - Construction FFP - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise and supervision necessary for various maintenance, repair and construction Task Order Contracts for the Michigan National Guard. MAXIMUM Contract Value for Base Period and All Option years is \$20,000,000.00 MAX QTY shown for administrative purposes only. Dollar values, types, set-aside, and locations applicable to this award are in Note 1 Section 00010. MILCON Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00

---

MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Basic Period-SRM FFP 29 Sep 2010 - 28 Sep 2012: This CLIN is for administrative purposes for SRM Task Orders issued during the Base period. -SRM Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00

---

MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Option Year One-MILCON FFP 29 Sep 2012 - 28 Sep 2013: Horizontal MATOC IDIQ - Construction FFP - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise and supervision necessary for various maintenance, repair and construction Task Order Contracts for the Michigan National Guard. MAXIMUM Contract Value for Base Period and All Option years is \$20,000,000.00 MAX QTY shown for administrative purposes only. Dollar values, types, set-aside, and locations applicable to this award are in Note 1 Section 00010. MILCON Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Option Year One-SRM FFP 29 Sep 2012 - 28 Sep 2013: This CLIN is for administrative purposes for SRM Task Orders issued during the first option period. -SRM Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Option Year Two-MILCON FFP 29 Sep 2013 - 28 Sep 2014: Horizontal MATOC IDIQ - Construction FFP - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise and supervision necessary for various maintenance, repair and construction Task Order Contracts for the Michigan National Guard. MAXIMUM Contract Value for Base Period and All Option years is \$20,000,000.00 MAX QTY shown for administrative purposes only. Dollar values, types, set-aside, and locations applicable to this award are in Note 1 Section 00010. MILCON Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Option Year Two-SRM FFP 29 Sep 2013 - 28 Sep 2014: This CLIN is for administrative purposes for SRM Task Orders issued during the second option period. -SRM Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Option Year Three-MILCON FFP 29 Sep 2014 - 28 Sep 2015: Horizontal MATOC IDIQ - Construction FFP - Contractor shall provide all plant, labor, equipment, appliances, materials, expertise and supervision necessary for various maintenance, repair and construction Task Order Contracts for the Michigan National Guard. MAXIMUM Contract Value for Base Period and All Option years is \$20,000,000.00 MAX QTY shown for administrative purposes only. Dollar values, types, set-aside, and locations applicable to this award are in Note 1 Section 00010. MILCON Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Option Year Three-SRM FFP 29 Sep 2014 - 28 Sep 2015: This CLIN is for administrative purposes for SRM Task Orders issued during the third option period. -SRM Funded Task Orders FOB: Destination NSN: Z199-00-XXX-0001 SIGNAL CODE: A	100	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$200.00	100.00	\$20,000,000.00

**DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE**

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$2,000.00	5.00	\$5,000,000.00

**CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE**

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$200.00	100.00	\$20,000,000.00
0002	1.00	\$200.00	100.00	\$20,000,000.00
1001	1.00	\$200.00	100.00	\$20,000,000.00
1002	1.00	\$200.00	100.00	\$20,000,000.00
2001	1.00	\$200.00	100.00	\$20,000,000.00
2002	1.00	\$200.00	100.00	\$20,000,000.00
3001	1.00	\$200.00	100.00	\$20,000,000.00
3002	1.00	\$200.00	100.00	\$20,000,000.00

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the

given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$200.00	100.00	\$5,000,000.00
0002	1.00	\$200.00	100.00	\$5,000,000.00
1001	1.00	\$200.00	100.00	\$5,000,000.00
1002	1.00	\$200.00	100.00	\$5,000,000.00
2001	1.00	\$200.00	100.00	\$5,000,000.00
2002	1.00	\$200.00	100.00	\$5,000,000.00
3001	1.00	\$200.00	100.00	\$5,000,000.00
3002	1.00	\$200.00	100.00	\$5,000,000.00

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-SEP-2010 TO 28-SEP-2012	N/A	127 CES/CEC KEVIN KLAWSKI 28700 RAILROAD AVE BLDG 127 SELFRIIDGE ANGB MI 48045 586 239-2315 FOB: Destination	F8Y36O
0002	POP 29-SEP-2010 TO 28-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F8Y36O
1001	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F8Y36O
1002	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F8Y36O
2001	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F8Y36O
2002	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F8Y36O



3001	POP 29-SEP-2014 TO 28-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F8Y36O
3002	POP 29-SEP-2014 TO 28-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F8Y36O

**SECTION 00010**

TABLE OF CONTENTS/NOTES

SOLICITATION, OFFER, AND AWARD SF 1442 and SF 1442 BACK  
SECTION 00010 - PRICING SCHEDULE and NOTES  
SECTION 00700 - CONTRACT CLAUSES  
SECTION 00800 - SPECIAL MATOC CONTRACT REQUIREMENTS  
SECTION 01001 - 01700 - TECHNICAL SPECIFICATIONS

ATTACHMENT 1 – MASTER SPECIFICATIONS Dated, 22 September 2010

SECTION 00010 NOTES

1. The following apply to this contract:
  - a. Task orders in the following location(s) are applicable to this contract: *In/around Selfridge ANGB Mi*
  - b. In addition to task orders issued on an unrestricted basis contractor is eligible to complete for task orders set-aside for: *N/A*
  - c. Applicable Maximum order dollar values **\$5,000,000.00**
  
2. **A task order in the amount of \$200.00 will be issued upon award of this contract. Contractors may invoice for the initial task order following acceptance by the Contracting Officer of the Master Safety and Quality Control Plans. These plans shall be submitted not later than 30 days from the award of a MATOC contract and receipt of the initial task order. Plans submitted with the proposal in response to the solicitation are not acceptable. In the event the Contractor awarded a MATOC does not submit the required plans within 60 days of award the Contracting Officer may unilaterally cancel the MATOC contract at no cost to the Government.**
  
3. Sections 00600, 00100, 00110, and 00120, will be physically removed and not placed in contract award, but will be deemed to be incorporated by reference in that award.
  
4. Contractor's attention is invited to Section 00800, Special Contract Requirements. Important information on the Task Order process is contained therein. Offerors are encouraged to read this section in its entirety to reach a better understanding of the MATOC Task Order Process. The minimum guaranteed task order amount for the entire contract period, to include any exercised option periods, is \$200.00 per IDIQ contract awarded. See note No. 2.
  
5. The term "Contracting Officer" is applicable to this Solicitation and resulting contract(s). The terms "Contracting Officer" and "Ordering Officer" may be used interchangeably when referring to individual Task Orders.
  
6. Reference Contract Clause 252.236-7008, CONTRACT PRICES – BIDDING SCHEDULES. The term Bidding Schedule shall also be construed to mean Offer Schedule or Schedule. The terms "bid" and "offer" shall be construed as having the same meaning in this solicitation and resulting contract(s) and any future task orders.

7. Reference Contract Clause 52.215-5, FACSIMILE PROPOSALS. This clause may apply to individual Task Order Request for Proposals to be issued under the basic contract. It **does not** apply to this (Basic Contract) solicitation. Individual MATOC Task Order Requests for Proposals will indicate the applicability of this clause.

8. Reference Contract Clause 52.228-15, PERFORMANCE AND PAYMENT BONDS. Applicability will be defined in individual MATOC orders.

9. The Government intends to award Multiple Contracts pursuant to this solicitation. Federally warranted Contracting Officers at any National Guard activities in the State of Michigan may place task orders against resulting contracts. Federally warranted Contracting Officers at any Federal Agency providing construction services on Selfridge ANGB or the surrounding area may utilize this contract provided they receive written advance authorization from the PCO.

10. DO NOT insert prices in the Basic and Option Years CLINs provided immediately after the SF 1442. The Generic CLINs provided in this section during the solicitation will include areas of consideration selected and accepted by the Government at time of award. Instructions for the preparation of proposals are located in Sections 00100, 00110 and 00120.

**End of Section 00010**

**CLAUSES INCORPORATED BY REFERENCE**

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
52.203-14	Display of Hotline Poster(s)	DEC 2007
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	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 II (Dev)	Small Business Subcontracting Plan (Apr 2008) Alternate II (Deviation)	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
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	JUN 2010
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	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.222-99 (Dev)	Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-O0013)	JUN 2010
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
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-9	Buy American Act--Construction Materials	FEB 2009
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
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	SEP 2009
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-13	Alternative Payment Protections	JUL 2000
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

52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	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
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	DEC 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
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
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	MAY 2004
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
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
252.205-7000	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
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
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
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
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
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor shall be required to (a) commence work under this contract within 1 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than \* The time stated for completion shall include final cleanup of the premises.

\*With each Task Order awarded, the Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(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 specified in the task order 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)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 5 years from that date, if all options are exercised.

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

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

(End of Clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$200, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$20,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above. **Note: This is not a Requirements Contract.**

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)



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

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

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

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

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, exclusive of any extension in accordance with FAR 52.217-8.

(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 127 CES/CEEM.

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (FEB 2009)

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

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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 a 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.

Domestic construction material means--

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

(2) A construction material manufactured in the United States, if--

(i) 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; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: to be specified on individual Task Orders.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 requirements 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)(3) 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)(3)(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...			

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)

52.236-1 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-five (25%)** 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)

52.252-2 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):

[www.arnet.gov/far](http://www.arnet.gov/far)      <http://farsite.hill.af.mil>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None

(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 (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbology Specification--Data Matrix.

Acquisition cost, for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished equipment means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

Item means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Reparable means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

Sensitive item means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

Special test equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and

standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

Virtual UII means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) Exceptions. Paragraph (b) of this clause does not apply to--

(1) Government-furnished material;

(2) Reparables;

(3) Contractor-acquired property;

(4) Property under any statutory leasing authority;

(5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(6) Intellectual property or software; or

(7) Real property.

(d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Parent UII.
  - (2) Concatenated UII.
  - (3) Received/Sent (shipped) date.
  - (4) Status code.
  - (5) Current part number (if different from the original part number).
  - (6) Current part number effective date.
  - (7) Category code ("E" for equipment).
  - (8) Contract number.
  - (9) Commercial and Government Entity (CAGE) code.
  - (10) Mark record.
    - (i) Bagged or tagged code (for items too small to individually tag or mark).
    - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
    - (iii) Effective date (date the mark is applied).
    - (iv) Added or removed code/flag.
    - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
    - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
    - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
    - (viii) Value, e.g., actual text or data string that is recorded in its human readable form.
    - (ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to "one (1)".
  - (e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--
    - (1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
    - (2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
    - (3) Disposed of; or
    - (4) Transferred to a follow-on or other 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:

**Specified on individual Task Orders**

(End of clause)

Section 00800 - Special Contract Requirements

SECTION 00800

SECTION 00800

**SPECIAL MATOC CONTRACT REQUIREMENTS**

**SC1. PURPOSE AND SCOPE**

1.1. The purpose of this Multiple-Award Task Order Contract (MATOC) is to provide horizontal construction services for a broad range of horizontal construction projects in support of National Guard Facilities in the State of Michigan, primarily in support of National Guard Facilities in/around Selfridge ANGB, Mi. Orders will generally include various Horizontal Construction, Repair and Maintenance projects but may also include Military Construction (MILCON) projects involving a variety of trades. Work performed under these contracts will include but not limited to the following general project categories: Horizontal Construction: Airfield and road/parking lot pavement, asphalt, concrete, joint repairs, full depth repairs and patching down to overlays and surface grinding and pavement marking; Drainage, erosions and sediment control, storm water collection systems, oil-water separators, oil water separator maintenance and retaining walls; Duct banks for communication and electrical and manholes, airfield lighting systems, exterior lighting, water and gas distribution systems; Sidewalks, curb and gutter, pavement landscaping and fencing. All will be in accordance with individual task order requirements, specifications and drawings provided with each project or master specifications.

1.2. As requirements develop, Requests for quotations/Proposals (RFQ/RFP) for Task Orders will be issued on a competitive or single source basis, at the Government's discretion. Task Orders will vary in size from \$200 to \$5,000,000 and will be awarded and issued by the individual task orders awarded and administered by duly appointed federal contracting officers.

1.3. Upon award of the basic contract the contractor will be issued an initial task order for \$200.00. Upon receipt of this order contractors shall submit their required Master Safety and Quality Control Plans to the Contracting Officer within 30 days. (See Section 00800 and 01000 for plan requirements.) Plans submitted with an offeror's proposal are not considered as meeting this requirement. Upon notification that the submitted plans are deemed acceptable the contractor shall invoice for the initial order. In the event a contractor fails to submit the required plan(s) within 60 days of the order the Government reserves the right to unilaterally cancel the MATOC contract at no cost to the Government.

1.4. The Government reserves the right to issue additional solicitations and award additional contracts within the activities covered by this contract. In this event, new MATOC contractors, in accordance with the terms of their contracts, may compete for Task Orders with the Contractors selected under this solicitation.

**SC2. PERIOD OF SERVICE**

2.1. Basic and Option Periods:

2.1.1. Each contract will include a base period; not-to exceed (NTE) two years and three option periods (NTE one year each), for a total contract performance period NTE five years.

2.1.2. Maximum value of all projects awarded under each MATOC contract will be limited to \$20 million in Task Orders per contract period (base year plus all option years).

**SC3. TASK ORDER LIMITATIONS (Reference FAR 52.216-19)**

3.1. Minimum Order. When the Government requires services covered by this contract in an amount less than \$200 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those services under the contract. The minimum guaranteed task order amount for the entire contract period is \$200 per IDIQ contract awarded and will be issued at time of the basic contract award.

3.2. Maximum Order. The maximum Task Order limitation is \$5 million, excluding subsequent in scope modifications. The Government may combine several projects, as indicated by separate Statements of Work and individual line items, in one Task Order, as required. The Contractor is not obligated to honor:

- (a) Any order for a single Task Order less than \$200.
- (b) Any order for a single Task Order in excess of the limit authorized in the National Guard Federal Acquisition Regulations Supplement (NGFARS) (approved up to \$5 million);
- (c) A series of orders totaling more than \$20 million.

3.3. The Government at its option may in a rare case include projects exceeding \$5 Million. However, contractors will not be obligated to compete for nor required to accept such task orders under the general terms of the contract.

3.4. **This is not a requirements contract.**

#### **SC4. ORDERING PROCEDURES FOR COMPETITIVE TASK ORDERS**

##### 4.1. Requests for Quotation/Proposals (RFQ)/ (RFP)

4.1.1. When the Government requires work under the MATOC, an RFQ or RFP will be issued, as appropriate, normally in the form of a letter "NOTICE OF PROPOSED TASK ORDER". Projects will be of varying size and complexity. The request will include information such as a, statement of work, guide specifications, drawings, attachments, information pertaining to a site visit and any other requirements for submission (e.g. proposal requirements, price schedule, etc.). Project may include, but are not limited to, complete plans and specifications for all elements of work or limited specifications. When complete plans and specifications are not provided, the Master Specifications will apply for elements of work not addressed by a project specific specification.

4.1.2. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. Past performance on work completed under these contracts, or work completed for the National Guard in the State of Michigan may be considered. In rare instances technical factors may be considered. The basis for award of each task order will be stated in the RFQ/RFP.

4.1.2.1. When necessary, option line items will be included in the Task Order RFQ/RFP. The task order proposal/quote process is not an Invitation for Bid (IFB). Therefore, additive bid items (ABI) are not applicable to this process. However, work defined in the options of the task order RFP/RFQ is normally similar to ABIs common in the IFB process.

##### 4.2. Response to "NOTICE OF PROPOSED PROJECT "

4.2.1. Upon receipt of the notification from the Contracting Officer, the MATOC contractors should respond by attending the project on-site conference. The project on-site conference may be scheduled as early as two days from issuance of the "NOTICE OF PROPOSED TASK ORDER", or 120 minutes under emergency conditions.

4.2.2. Notification will normally be by email. MATOC contractors shall keep an up-to-date email address on file with the Contracting Officer at all times. Backup addresses are encouraged. Upon notification the contractor shall acknowledge receipt of the offering by return email. **A Contracting Officer may make only one attempt to email a proposal offering to a MATOC contractor. No other means of notification will normally be used. The Government will not be responsible for lack of notification(s) for contractors who fail to maintain current email addresses, or acknowledge offerings.**

##### 4.3. Task Order Competition

4.3.1. A wide variety of projects, determined by the contracting officer to be within the scope of this contract, will be offered to MATOC contractors for the purpose of providing a price or best value proposal. Individual Task Order awards on those projects will be based on competitive proposals received exclusively from MATOC contractors.

4.3.2. To satisfy the contracting agency's Small Business Administration contracting goals/targets, the Contracting Officer may consider such factors as achievement of Section 8(a), Service Disabled Veteran Owned Business and HUB Zone goals/targets. Individual projects may be further set-aside for participation exclusively by all awardees in the specified socio-economic group.

4.3.3. The emerging small business (ESB) reserve amount is currently \$30,000. Projects with an estimated value equal to or less than the ESB reserve amount will be offered only to ESB contractors, with the exception of the initial Task Order, which will be issued to all awardees.

4.3.4. All eligible MATOC contractors, unless a task order is set-aside for ESB or other socio-economic group, within their awarded Areas of Consideration, will be provided a fair opportunity to compete for each project offered under this contract unless the following (FAR 16.505(b) (2)) exceptions apply.

- 1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
- 2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
- 3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or
- 4) It is necessary to place an order to satisfy a minimum guarantee.

4.3.5. The Contracting Officer may consider such factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of orders.

4.3.6. Timely performance by a MATOC contractor is very important. **Failure to prosecute the work diligently on a currently awarded task order will be cause for the Contracting Officer not to include the contractor in the competitive fair-opportunity pool for future task orders.** When the contractor's delinquency has been cured, it will be considered for competition in future task orders.

#### 4.4. Response to "NOTICE OF PROPOSED TASK ORDER"

4.4.1. MATOC contractors are expected to submit an offer on all projects offered. In the event a contractor is unable to submit an offer in response to a "NOTICE OF PROPOSED TASK ORDER", hereafter referred to as RFQ/RFP, the Contractor shall notify the Contracting Officer electronically via e-mail.

4.4.2. In the event a contractor fails to submit an offer on a reasonable number of projects offered, as determined by the contracting officer, the contracting officer will notify the contractor when their offer record indicates an unacceptable number of offerings. In the event the contractor fails to correct this situation, the Government reserves the right to unilaterally cancel the MATOC contract without further obligation.

4.4.3. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through or other pre-Task Order costs.

#### 4.5. Site Visits

Offeror's attendance at walk-through (site visits) is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. In some cases a walk-through may be determined mandatory in order for a contractor to submit a proposal. Such requirement will be stated in the RFQ/RFP. However, failure to attend walk-through may not be used as an excuse for omission or miscalculation in offers.

#### 4.6. Proposal Contents.

4.6.1. The basis of award of each task order will be stated in the RFQ/RFP. Depending upon the requirements of each Task Order, the Contractor will typically provide a price proposal in response to an RFQ/RFP. Contractors shall respond within the number of calendar days stated in the RFQ/RFP by submitting a proposal to the Contracting Officer in accordance with requirements stated in the RFQ/RFP.

4.6.2. Proposal Pricing Schedules. The Government's payment for the items listed in the Pricing Schedules of individual Task Orders will constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The contractor shall include in the prices for the items listed in the Pricing Schedule all costs for work in the specifications, whether or not specifically listed in the Pricing Schedule.

4.6.3. Deviations and Alternate Proposals. Offerors shall specifically identify all deviations from the minimum RFQ/RFP requirements in a cover letter in a section entitled "Alternate Proposal" or "Deviations." This requirement applies for all proposal revisions and Final Proposal Revisions. Proposed alternates/deviations shall specifically address in detail the alternate and rationale for proposing. Alternate solutions and deviations shall include separate pricing information. **If an alternate/deviation is proposed, the work as specified in the solicitation must also be priced.**

4.6.4. The non-cost factors and price factors will vary depending on the unique requirements for each Task Order. In addition to price, the RFP/RFQ may indicate in the offering other factors (Past Performance and/or Technical considerations) that will be considered in the evaluation offer.

4.6.4.1. Past Performance, within a five (5) year period, on previously awarded Task Orders under the MATOC or work on any awards completed for the National Guard in the State of Michigan may be considered. Past performance will be evaluated in terms of quality, timeliness, management effectiveness or other factors that the Contracting Officer determines to be relevant to award on a particular Task Order. In rare instances, technical factors may be considered.

#### 4.7. Task Order Evaluation Method and Procedures

4.7.1. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each RFQ/RFP will describe the criteria to be utilized in evaluating Task Order proposals.

4.7.2. Discrepancies in the Evaluation of Offers Submitted in Response to RFQ/RFPs for Individual Task Orders

4.7.2.1. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face of pricing schedule as submitted by the Offeror: (1) Obviously misplaced decimal points will be corrected; (2) Discrepancy between unit price and extended price, the unit price will govern; (3) Apparent errors in extension of unit prices will be corrected; (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

4.7.2.1.1. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.

4.7.2.1.2. These correction procedures shall not be used to resolve any ambiguity concerning which price is low.

4.7.3. Evaluation of Option Reference (FAR 52.217-5). When option line items are included in the Task Order RFQ/RFP, the Government will evaluate offers for the purpose of awarding Task Orders by adding the total price for all options to the total price for the basic requirement, unless specifically stated otherwise in the Task Order Offering. Evaluation of options will not obligate the Government to exercise the option(s).

4.7.4. The right is also reserved to reject any and all offers.

#### 4.8. Award Decision

4.8.1. Whenever possible, award will be made without discussions.

4.8.2. If discussions are required, each MATOC contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range.

4.8.3. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

4.8.4. Task Order award will be made based on the best value to the Government in accordance with the criteria described in the RFQ/RFP. When price is the only factor considered, award will be based on the lowest reasonable and realistic price received. Proposals unrealistically high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion.

4.8.5. The award will be a firm fixed-priced Task Order with a specific completion date or performance period. When Options are included in the Schedule, and the option(s) is not exercised at time of award, the Task Order will specify the number of days after notice to proceed for exercising the Options. Consideration in order completion will be made when specifying these days. Options when exercised shall not extend the original performance period of the Task Order.

#### 4.9. Task Order Issuance

4.9.1. Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic means. If mailed, a Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by mail, by facsimile, or by electronic methods. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

4.9.2. Plans and Specifications. The Contractor will be provided either an electronic copy of the Statement of Work or one paper copy of the Statement of Work (with pertinent supplemental specifications and construction drawings as applicable) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense. The Government may provide these as hard copy or as electronic media, such as web postings, e-mail or CD ROM, at its option.

4.9.3. Notice to Proceed (NTP) will be issued separately after receipt of acceptable performance and payment bonds.

## **SC5. ORDERING PROCEDURES FOR SOLE SOURCE ORDERS**

5.1. In the event it becomes necessary to negotiate with one firm on a sole-source basis the following procedures will be used:

5.1.1. Circumstances Permitting Sole Source Orders. All MATOC Contractors will be given a fair opportunity to submit a proposal on projects unless the Contracting Officer determines:

- 1) An urgent need exists and seeking competition would result in unacceptable delay
- 2) Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized
- 3) A sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed (e.g. site adapt a competed design)

5.1.2. Procedures for 100% Designed Projects or Design Build Projects. (Sole Source) An RFQ/RFP will be issued requiring a detailed cost proposal, in addition to other proposal submission requirements. Task Order negotiations will normally be conducted.

5.1.3. Requirement for Cost and Pricing Data (10 U.S.C. 2306a and 41 U.S.C 254b) (Sole Source Task Orders)

5.1.3.1. Unless an exception applies, or a waiver has been granted, cost or pricing data is required at the threshold contained in FAR 15.403-4 (currently \$650,000). When required, the contractor shall submit to the contracting officer the following in support of any proposal:

5.1.3.1.1. Cost or pricing data in the format designated by the Contracting Officer, and

5.1.3.1.2. Require any subcontractor or prospective subcontractor to submit to the prime contractor or appropriate subcontractor tier cost or pricing data in the format designated by the Contracting Officer.

5.1.3.1.3. A certificate of current cost or pricing data, in the format specified in FAR 15.406-2 certifying that to the best of its knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

## **SC6. ORDERING (REFERENCE FAR 52.216-18)**

6.1. Any services to be furnished under this contract will be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Any Federal Contracting Officer, at the locations specified in the solicitation, or as approved in writing by the issuing office Contracting Officer, is authorized to issue orders under the MATOC contracts within the individual's warrant levels. A copy of each task order (DD Form 1155 only), and modification (SF 30 only with funding information) issued by agencies outside the issuing office shall be provided to the issuing contracting office at time of execution.

6.2. Task orders may be issued from date of contract award until the last day of the basic contract period and any options exercised. The total term of the contract and any options may not exceed five years. However, task orders issued during the contract period may be completed in accordance with the terms of the task order after the contract period has expired.

6.3. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract will control. The Government reserves the right to incorporate additional clauses, as appropriate, into individual Task Orders solicitations and awards.

6.4. Protests. In accordance with FAR 16.505(a) (9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for—(A) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or (B) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at 33.104.(ii) The authority to protest the placement of an order under this subpart expires on May 27, 2011. (10 U.S.C. 2304a(d) and 2304c(d), and 41 U.S.C. 253h(d) and 253j(d)).

6.5. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Ombudsman, who is COL Steven R. Barner, USPFO for Michigan, 3111 Saint Joseph Street, Lansing, MI 48913-5102, 517-483-5702. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, verify that the Contractor was afforded a fair opportunity to be considered for the Task Order.

#### **SC7. OPTION FOR INCREASED QUANTITY ON TASK ORDERS**

7.1. The Government may elect to make certain tasks option items, as described in RFP/RFQ, In this case, the Government may increase the quantity of work awarded on individual Task Orders by unilaterally exercising Option Item(s) within the period specified in the Task Order.

7.2. In the event the option is not exercised within the time period specified in the task order award, the parties may agree (Bilateral Agreement) to the option(s) provided that the exercising of said option(s) will not increase the contract performance period.

7.3. Any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail, provides by facsimile, or electronic mail.

#### **SC8. PROPOSED KEY PERSONNEL AND PROPOSED MINIMUM QUALIFICATIONS OF KEY PERSONNEL AND PROPOSED SUBCONTRACTORS.**

Any proposed key personnel, minimum qualifications for incoming or replacement key personnel, and subcontractors will be considered incorporated by reference into the contract resulting from this solicitation and shall be limited to individuals, qualifications, and firms that were specifically identified in the proposal and/or agreed to during discussions, if held. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions.

#### **SC9. GENERAL WAGE DECISIONS.**

Applicable Davis-Bacon wage rates or Service Contract Act wages will be identified for all Task Orders issued under this contract current as of the time of award of the task order. Wage Determinations may be found for Davis-Bacon at: <http://www.wdol.gov>

#### **SC10. EVALUATION OF CONTRACTOR PERFORMANCE**

10.1. In accordance with FAR 36.201(a) (1) (i), the Contractor's performance will be evaluated upon completion of each Task Order. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.

10.2. Contractors will be sent an email notice to review and comment, if appropriate, on the performance evaluations via a web based system. A contractor point of contact (POC), to receive notification of performance



evaluations, shall be identified at time of award of the basic contract. The POC must maintain a current email address on file with the Contracting Officer. In lieu of a contract POC, contractors may provide task order specific individuals to receive this information. Contracting Officers will be notified at the task order pre-construction meeting of any changes.

10.3. 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). The cost of the certificates is the sole responsibility of the Contractor and will not be reimbursed by the Government. Contractor must be proactive in obtaining certificates. If you have questions on obtaining PKI certificates, please visit <http://www.cpars.csd.disa.mil/cparsmain.htm> [www.cpars.navy.mil](http://www.cpars.navy.mil).

## **SC11. ORDER OF PRECEDENCE (REFERENCE FAR 52.236-21)**

11.1. MATOC Basic Contract. Any inconsistency in this solicitation or contract will be resolved by giving precedence in the following order:

- 1) Representations and other instructions,
- 2) Contract clauses,
- 3) Other documents, exhibits, and attachments,
- 4) The specifications
- 5) The drawings

11.2. The MATOC basic contract includes the standard contract clauses, and the individual Task Orders include added specifics and schedules current at the time of Task Order award. The Task Order contract consists of:

- 1) The solicitation in its entirety, including all drawings, cuts, and illustrations and any amendments, and
- 2) The successful offeror's accepted proposal. The Task Order constitutes and defines the negotiated agreement between the Contractor and the Government. No documentation will be omitted which in any way bears upon the terms of that agreement.

11.3. In the event of conflict or inconsistency between any of the provisions of a Task Order, including the Request for Proposal, Contractor's proposal, or Task Order deliverable, precedence will be given in the following order:

- 1) Betterments: Any portions of the accepted proposal, or any subsequent design or other submittal, which both conform to and exceed the provisions of the Request for Proposal. "Betterment" is defined as any product, component, or system, which exceeds the minimum requirements stated in the Request for Proposal.
- 2) The provisions of the solicitation: (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION) (See FAR 52.236-21)
- 3) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the Task Order and must conform to or exceed all provisions of the Task Order, in order of precedence herein.

## **SC12. VALUE ENGINEERING CHANGE PROPOSALS**

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

### **SC13. LIQUIDATED DAMAGES (REFERENCE FAR 52.211-12)**

13.1. If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages for each day of delay the amount shown in the Task Order for each calendar day until the work is completed.

13.2. If the Government terminates the Contractor's right to proceed, liquidated damages accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.

13.3. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

13.4. For any number of Task Orders accomplished at one site for which delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted in the Task Order. For any number of Task Orders at separate sites for which delay costs are applicable at the same time, the total daily basic liquidated damages shall be applied concurrent and cumulative. This will be calculated with each and any other delinquent Task Order for each calendar day of delay. If separate liquidated damages are specified in the Task Order, this amount will be separate from other task orders.

13.5. Exception to Liquidated Damage: In cases in which the Contracting Officer determines that completion of work is not feasible during the completion period(s) stated in the Task Order, such work will be exempted from liquidated damages.

### **SC14. 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.

### **SC15. BID BONDS**

Unless otherwise stated in the Notice of Proposed Task Order Request for Proposal, Bid Bonds are not required.

### **SC16. PERFORMANCE AND PAYMENT BONDS AND ALTERNATIVE PAYMENT PROTECTIONS FOR CONSTRUCTION CONTRACTS**

16.1. Performance and payment bonds shall be required, and the penal sum established, by each Task Order.

16.2. Payment Bond: (a) If an individual Task Order is priced at \$30,000 or greater, penal sum shall be one-hundred percent (100%) of order price.

16.3. Performance Bond: The penal sum of each Performance Bond shall equal one hundred percent (100%) of the price of each Task Order exceeding \$100,000 placed hereunder.

16.4. Bonds and other payment protections shall be provided within 10 calendar days of award of a Task Order. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover the work being performed.

### **SC17. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (REFERENCE FAR 52.228-5)**

17.1. Reference Contract Clause titled, "Insurance -Work on a Government Installation (FAR 52.228-5). **Minimum Amount must be carried by MATOC awardees at all times, not just when there is an active Task Order.** Kinds and minimum amounts are as follows:

<u>KIND</u>	<u>AMOUNTS (FAR 28.307-2)</u>
Workmen's Compensation	\$100,000 (see paragraph 19.2, 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
(If applicable) Aircraft Public and Passenger Liability	\$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability and \$200,000 per occurrence for property damage; coverage for passenger liability bodily injury shall be at least  \$200,000 multiplied by the number of seats \$200,000 multiplied by the number of seats or passengers, whichever is greater.

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

17.3. The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

17.4. 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.

**SC18. PERFORMANCE OF WORK BY THE CONTRACTOR (REFERENCE FAR 52.236-1)**

18.1 (Applicable to Task Order issued on an unrestricted basis in excess of \$1 million)

18.2 The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25% of the total amount of work to be performed under the task order, or as specified in the task order proposal offering. The 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.

18.3 (Applicable to Task Order expected to exceed \$100,000) For task orders set-aside for Emerging Small Business, 8(a) contractors, Disabled Service Veteran Business or HUBZone contractors the following applies: Reference 52.219-14 -- Limitations on Subcontracting.

#### **SC19. PHYSICAL DATA (REFERENCE FAR 52.236-4)**

19.1. Data and information furnished within a Task Order or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. Physical Conditions: The indications of physical conditions on the drawings and in the specifications within a Task Order are the result of site investigations by test holes shown on the drawings.

19.2. Weather Conditions: Each offeror shall be satisfied before submitting his offer as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

19.3. Transportation Facilities: Before submitting his offer, each offeror, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

19.4. Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government, except that the Contractor shall provide right-of-way for ingress and egress across private property where necessary to gain access to the job site. The contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the contractor require additional working space or lands for material yards, job offices, or other purposes, they shall obtain such additional lands or easements at their expense.

#### **SC20. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER**

20.1. Unless specified otherwise in a task order, 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:

20.1.1. 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.

20.1.2. 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.

20.1.3. 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.

20.1.4. 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.

20.2. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in accordance with the criteria previously described 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.

#### **SC21. EPA ENERGY STAR**

The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self-certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

#### **SC22. 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.

#### **SC23. SECURITY REQUIREMENTS**

23.1. 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.

23.2. 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, to included but not limited to use of Homeland Security Department's E-Verify system to check employees' work eligibility at no additional cost to the Government. The E-Verify program, which is jointly run by DHS and the Social Security Administration, allows employers to electronically submit Social Security numbers for new hires and existing employees. If there is a match, the employee is deemed eligible to work. If not, there are procedures for further assessments.

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

#### **SC24. AVAILABILITY OF FUNDS (REFERENCE FAR 52.232-18)**

The Government may request proposals for Task Orders for which funding is not currently available for the award. If funds fail to become available for the award of the project, the event shall not constitute a basis for equitable adjustment under this contract. If funds for a project become available after the expiration of the proposal acceptance period, the Government may request an extension of the contractor's proposal acceptance period without further competition for the project or re-solicit the project at its option. If the proposal acceptance period is not extended by the contractor the project may be re-solicited.

## **SC25. MILITARY REAL PROPERTY DATA – DD FORM 1354**

25.1. 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.

25.2. 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.

25.3. Unless specified otherwise in the task order, the DD Form 1354 normally accounts for five percent (5%) of the total task order amount. Therefore, 5% must be shown on the AF Form 3065 or similar breakdown of costs submitted for payment purposes. A lesser amount may be specified on a task order basis by the Contracting Officer. Upon acceptance of data by the real property specialist, the contractor may invoice for submission of real property data.

25.4. Contractors should contact the task order contracting officer with questions pertaining to the DD Form 1354. For construction data assistance, contractors may consult the engineer assigned to the project.

## **SC26. ADMINISTRATIVE MATTERS**

26.1. The contracting office of the the127MSC Contracting Division, 43200 Maple Street, Building 105, Selfridge Air National Guard Base, MI is the office having administrative jurisdiction over this contract for all matters. Organizations outside of the issuing office of the basic contract will be responsible for the complete administration of Task Orders issued.

26.2. A list of the names and telephone numbers of the Government team comprising the contract administrator, Contracting Officer's Representative (COR), consultant, Defense Contract Management Agency (DCMA) administrator (if applicable), and point of contact at the project site will be provided at the post award conference and pre-construction conference for task orders.

26.3. Only the Contracting Officer executing these contracts and the Successor Contracting Officer has the authority to modify the terms and conditions of the basic contracts.

26.4. All correspondence shall be addressed to the task order Contracting Officer, a copy of all correspondence shall be furnished to the contracting officer representative. Enclosures attached 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, task order number, and shall have only one subject.

26.5. The Contracting Officer will appoint a qualified Contracting Officer's Representative (COR) for the purposes of technically administering the task order(s); however, all matters concerning this contract or resulting task orders, or any additional work ordered placed against a resulting task order 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 or resulting task orders.

26.6. PAPERLESS CONTRACTING: 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, Proposed Task Order Requests for Proposals, to include specifications and drawings may be issued using electronic methods, i.e., the internet, email, etc. In addition, task order distribution and correspondence will also be issued electronically using email, internet or other electronic methods. Contractors shall have and maintain capability to receive documents in this manner.

26.7. It is anticipated that within the life of this contract other electronic processes will be enacted. These include, but are not limited to, electronic offers, 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. Failure to accommodate new processes may be cause for termination or non-consideration for future work.

## **SC27. SUBCONTRACTING PLAN**

Any large business was required to submit a Subcontracting Plan in accordance with FAR 19.701 with their proposal. The large business contractor will compile a consolidated report at least semi-annually or when directed by the Contracting Officer when data is required for reporting purposes.

## **SC28. INVOICES, INVOICING AND PAYMENT**

28.1. Properly prepared invoices, on designated invoices forms provided at the pre-construction meeting or AIAG702 or similar, bearing the contract number, will be submitted to the Contracting Office designated in the task order award. This submission will be for review prior to submitting an electronic invoice through Wide Area Workflow (WAWF).

28.2. To meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, 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 paying office specified in the task order in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5, and Prompt Payment for Construction Contracts, FAR 52.232-27.

28.3. All payments shall be made by electronic transfer of funds (EFT).

28.4. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment.

28.4.1. 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.

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

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

The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract; Payments to subcontractors and suppliers have been made for previous payments received under this task order, 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; and 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.

28.6. Final invoice shall not be submitted until Government acceptance of the completed project has been made in writing. Final invoice shall be submitted along with a Release of Claims and a State of Michigan tax clearance letter.

28.7. Content of Invoice. Requests for payment in accordance with terms of the contract shall consist of (1) The Contractor's invoice showing, in summary form, the basis for arriving at the amount of the invoice; (2) The contract

performance statement which shall show, in detail, the estimated cost, percentage of completion, and value of completed performance; and (3) Updated progress and equipment delivery schedules.

28.8. Payments to the Contractor. Payments shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor. Basis for the Contracting Officer's consideration to allow progress payment for material delivered on the site (but not installed) and for completed preparatory work, as authorized under FAR 52.232-5 shall be (1) major high cost items and (2) long lead special order items. In the request for progress payment, such items shall be specifically identified in the Contractor's estimates of work submitted for the Contracting Officer's approval. At the time of invoicing, the amount billed shall be supported by documents establishing its value. Progress payment for material delivered on site but not installed, and for completed preparatory work as authorized under FAR 52.232-5 shall be specifically identified in the schedule of prices. Only approved items shall be eligible for progress payment.

28.9. Obligation of Government Payments. The obligation on the Government to make payments required under the provisions of this contract will, at the discretion of the Contracting Officer, be subject to the following: (1) Reasonable deductions due to defects in material or workmanship; (2) Claims which the Government may have against the Contractor under or in connection with the contract; (3) Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor; and (4) Receipt of payroll data (to include prime and subcontractors) covering the period of performance of the invoiced amounts.

28.10. Payment of Bonds: A paid invoice is required before payment of bonds can be made. Contractor will list Bonds as a separate item on progress report and/or Schedule of Values.

28.11. Electronic Invoicing. The Government reserves the right to modify, at no cost to the Government, any of the procedures outlined in this special contract requirement to accommodate electronic invoicing procedures.

## **SC29. REGULATIONS**

29.1. 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.

29.2. 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>

29.3. INSTALLATION REGULATIONS: The Contractor, his employees, and subcontractors shall become familiar with and obey the regulations of the installation, including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.

29.4. Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic.

## **SC30. TRANSPORTATION, HANDLING AND STORAGE**

30.1. 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.



30.2. 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.

### **SC31. CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS**

31.1. 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).

31.2. 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.

### **SC32. SHOP DRAWINGS AND SUBMITTALS**

The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein.

### **SC33. MISCELLANEOUS CONTRACTOR REQUIREMENTS**

#### **33.1. CONTRACTOR STAFF AND EMPLOYEES**

33.1.1. 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.

33.1.2. 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.

33.1.3. Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor shall employ and utilize only experienced (or certified apprentice), responsible, and capable persons in the performance of work under this contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Regulations require federal contractors to use the Homeland Security Department's E-Verify system to check employees' work eligibility. Only authorized Contractor personnel shall be admitted to the worksite at all times. 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

33.1.4. Superintendence. The contractor shall give his personal superintendence to the work or have a competent foreman or superintendent from his/her own staff, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act on behalf of the contractor. The Contractor's superintendent is responsible for maintaining and conducting the inspection system required by the contract.

33.1.5. Removal of Personnel. The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use

controlled substances at the worksite (52.223-6, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of military security.

33.2. Liability. The Contractor hereby agrees to release the Government (to include its officers, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the Contractor or his employees during the performance of this contract. The Contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the Contractor or his personnel while performing this contract.

33.3. 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.

33.4. 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.

#### **SC34. SAFETY/ACCIDENT REPORTING**

34.1. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned.

34.2. Safety Plan. Within 30 days of award of the Basic MATOC Contract the contractor shall furnish to the Contracting Officer a Master Safety plan. Prior to mobilization of a Task Order the Contractor shall furnish, as a submittal, his safety plan applicable to the project. Furthermore, the Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's project manager of potential or existing occupational health hazards that require attention. The Contractor shall designate a person on his staff to manage the Contractor's safety and accident prevention program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on site personnel.

#### **SC35. SAFETY ASSURANCE – See also Section 01000 paragraph 1.17**

35.1. 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 requirement 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>.

35.2. Accident Notification/Report. In the event of a job-related accident, the Contractor shall immediately notify the Contracting Officer's Representative (COR) and shall prepare a Report of Accident (DA Form 285 or equivalent) in quadruplicate and forward the original and two copies to the Contracting Officer or COR for forwarding to ANG Safety Officer for Air National Guard projects. The Contractor shall maintain an accident file for the life of the contract to include all accident reports. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the respective Safety Office. Lost time injury is defined as "An injury resulting in a lost workday, not including the day of injury."

#### **SC36. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS**

36.1. Notification for Pre-final. The Contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Request for the pre-final shall be made in writing to the Contracting Officer at least 5 days prior to the desired date.

36.2. Pre-final Inspection. Discrepancies noted will be furnished by the Government inspector to the Contracting Officer. The Contracting Officer is responsible for furnishing a complete punch list, in writing, to the Contractor. Items noted on the punch list will be completed prior to scheduling a final inspection. As-builts, real property data, warranties, manuals, etc., may be turned-in at time of final inspection.

36.3. Notification for Final Inspection. When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer or his duly authorized representative at least 2 days prior to the desired date.

36.4. Final Inspection. The final inspection will be performed with the Contractor by the Contracting Officer Representative (COR), consultant team, and/or representative of the using activity. Discrepancies noted will be corrected within the time specified by the Contracting Officer.

36.5. In the event the pre final or final inspection will be conducted by a Government contracted service, (A&E firm or other contracted individual) the Contractor may be held liable for travel and labor costs when the project is not sufficiently complete and the inspection must be rescheduled or an additional inspection is required.

**SC37. PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY.** (September 2002) APPLICABILITY OF THIS CLAUSE WILL BE STATED IN EACH TASK ORDER.

Services determined to be essential for performance during crisis according to DoDI 3020.37 are plant operations, emergency and urgent work requests, disaster preparedness, emergency operations and infrastructure maintenance (including construction). The services provided by this contract have been designated as essential contractor provided services and must be continued during a crisis. The contractor shall continue providing service to all applicable ANG and Army TOC contracts in progress [for some services, 24 hours a day] until the crisis is over. The contractor shall ensure enough skilled personnel are available during a crisis for any operational emergency due to utility failure, damage control, and damage repair. A crisis management plan shall be submitted to the Contracting Officer within 10 calendar days after contract start date. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer within 10 calendar days after contract start date. The list shall contain the individuals' names, addresses, social security numbers, security clearances (if any), and duty title.

END OF SECTION

SECTIONS 01000-01700

SECTION 01000

GENERAL REQUIREMENTS

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

1.01 SCOPE

a. The Contractor will be held responsible for all requirements described in the contract documents and task order documents and all work including that of his Sub-contractor, if any, shall be done in accordance with the contract documents and/or task order documents. Failure to familiarize himself with their requirements will not relieve the Contractor of his responsibility to comply.

b. 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 Sub-contractors or in establishing the extent of the work to be performed by any trade.

## 1.02 WORK SCHEDULING

a. Normal base work hours for the Contractor will be between the hours of 7:15 AM through 4:00 PM for Selfridge ANG Base excluding Saturdays, Sundays, and Federal Holidays. Should the Contractor desire to work during periods other than above, he must notify the Contracting Officer three (3) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces and for notification of fire, security and safety. When the Contracting Officer 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. (Note: If applicable, at time of award this paragraph will be modified to the negotiated schedule for this project).

b. The following Federal legal Holidays are observed by are:

New Year's Day	1 January
Martin Luther's 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

c. 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.

d. 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 his/her 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.

e. 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 Sub-contractors or in establishing the extent of the work to be performed by any trade.

## 1.03 ENTRY TO BASE/ACCESS TO SITE

a. Locations to be serviced by the resulting contracts include posts and bases that are "closed" to the public, pursuant to Sec 21, Internal Security Act of 1950, 50 U.S.C. 797 and, as such, only those persons granted permission may enter. It is, therefore, required that control be exercised over Contractor personnel while working on the Base. To maintain this control, a listing of all Contractor personnel who will be working under the contract, must be submitted to the Contracting Officer prior to the start of work under the contract. The preferred method of providing this list is via email, to the contract administrator, unless notified otherwise. The listing shall include, but

not limited to: contract number, project number, employee name, and the estimated starting and ending date of each employee. Subsequent listings of all additions or deletions will be submitted as employees are hired or released.

b. During construction, the Contractor shall permit base personnel access to the facilities within the work area. The Contractor shall provide protection to persons and property throughout the progress of the work.

c. In the event of a declared National Emergency the Contracting Officer may be required to stop work on this contract for security reasons. Contractor shall ensure the Contracting Officer has a current "Off Duty" contact name and telephone number at all times to facilitate notification.

d. The Contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations, which may affect the work. Special requirements will be identified in the statement of work for an individual task order.

e. The work under this Contract may be performed at an operating Military Installation with consequent restrictions on entry and movement of nonmilitary personnel and equipment.

f. The Military Installation may have specific requirements, which will be identified by the Individual Task Orders.

g. The contractor shall inform all personnel working under its 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 COR and point of supply and storage is prohibited. Circulation of said personnel will be limited to official business only. Persons in violation of the above may be apprehended and turned over to the appropriate authorities.

#### 1.04 UNAUTHORIZED PERSONNEL

The Contractor shall inform all personnel working under his jurisdiction (including sub-contractor 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 point 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.

#### 1.05 INSPECTION OF SITE

a. The Contractor shall be responsible for the complete coordination and proper relation of the work of all trades. Reference Contract Clauses FAR 52.236-3, "Site Investigation and Conditions Affecting the Work" and FAR 52.236-8, "Other Contracts".

b. No allowances or extra construction on behalf of any Contractor will be permitted subsequently by reason of error or oversight on the part of the sub-contractor, or on account of interferences by the activities of the owner or others. Reference Contract Clause FAR 52.236-3, "Site Investigation and Conditions Affecting the Work".

c. All dimensions shown on the drawings are based on "as-built" record drawings and, to the extent possible, accurately represent existing conditions; however, there may be some variance between existing conditions and contract drawings. The Contractor is responsible for verifying all dimensions and for reporting to the Contracting Officer any discrepancies that may affect performance of the work represented by contract drawings and specifications. Reference Contract Clause DFARS 252.236-7001 "Contract Drawings, Maps, and Specifications".

#### 1.06 CORRELATION OF DRAWINGS, SPECIFICATIONS AND CONTRACTS

The specifications, Contract and the accompanying Drawings are intended to describe and provide for a complete, new and usable facility. They are intended to be cooperative and what is called for by one shall be as binding as if called for by all. The Contractor will understand that the work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and the Contractor shall be held to provide all labor and material for the entire completion of the work intended to be described and shall not avail himself of any manifestly unintentional error or omission, should any exist. Should any error or inconsistency appear in the Drawings or Specifications, the Contractor, before proceeding with the work, shall make mention of same to the Contracting Officer for proper adjustment, and in no case shall he proceed with the work in uncertainty. Reference Contract Clause DFARS 252.236-7001, "Contract Drawings, Maps and Specifications".

#### 1.07 REPORT OF ERROR AND DISCREPANCIES

a. The Contractor shall be responsible for any and all discrepancies in work due to failure to obtain dimensions and investigate conditions at the building before fabrication and installation.

b. The Contractor shall bear all costs in replacing all materials and labor due to not observing the above paragraph and such replaced materials shall meet the approval of the Contracting Officer.

c. The Contractor shall promptly notify the Contracting Officer in writing of any discrepancies.

d. Reference Contract Clauses FAR 52.236-21, "Specifications and Drawings for Construction". FAR 52.246-12 "Inspection of Construction", and DFARS 252.236-7001, "Contract Drawings, Maps and Specifications".

e. Any proposed changes to the specifications by the Contractor must be submitted in writing to the Contracting Officer for approval prior to implementation.

#### 1.08 DIVISION OF WORK

a. The various divisions of the Specifications shall not be considered as negotiations of the material and labor involved. The arrangement and order of these divisions have been made for convenience only, and it is not the intent, nor shall it be so construed, a particular trade or sub-contractor must perform that work included in any one division.

b. Any item mentioned under any division heading must be supplied even though it is not specified under the heading for the respective work, but is shown on the Drawings. No claims for extras arising out of real or alleged error in such arrangement or order of the various divisions will be given consideration

c. 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 Sub-contractors or in establishing the extent of the work to be performed by any trade.

d. Reference Contract Clause FAR 52.236-21, "Specifications and Drawings for Construction".

#### 1.09 METHOD OF CARRYING ON THE WORK

a. All work under the Contract shall be arranged and carried on in such a manner as to complete work in the least possible time. The Contractor shall consult with the Contracting Officer as to methods or sequence of carrying on the work. A definite program of work shall be arranged before starting. Reference Contract Clause FAR 52.236-15, "Schedules for Construction Contracts".

b. Activities in the vicinity of this project may be kept in full or partial operation during construction. The Contractor shall coordinate with the Contracting Officer and schedule construction activities. Reference Contract Clause FAR 52.236-8, "Other Contracts".

## 1.10 STANDARDS OF MANUFACTURE

a. All recognized regulatory/code standards shall be the latest published edition prior to the date of release for bid/proposal of the contract documents.

b. For purpose of establishing the standard of construction and the requirements to be met in the work of all divisions, the drawings and these specifications are based on the use of products hereinafter specified, adapted to the installation as required to meet the condition.

c. Where brand names are shown, these names are intended to describe a quality of product, and in no way are intended to limit products of equal quality. Therefore, products of other manufacturers may be employed for this work provided they are equivalent materials and construction and equally adaptable to the conditions as approved by the Contracting Officer. Reference Contract Clause FAR 52.236-5, "Materials and Workmanship".

## 1.11 MEANING OF APPROVED, DIRECTED, ETC.

"Approved", "Directed", "Required", "Applicable", or words of like or similar effect, when used in the specifications shall be interpreted to mean "Approved By", "Directed By", etc., the Contracting Officer unless otherwise specifically stipulated.

## 1.12 MISPLACED MATERIALS

Any material that is deposited elsewhere than areas designated as approved by the Contracting Officer shall be re-handled and deposited where directed. No payment will be made for re-handling such material. The Contracting Officer will notify Contractor of any noncompliance with the foregoing provisions.

## 1.13 COMPLIANCE WITH CODES AND REGULATIONS

a. All work shall be done in accordance with the applicable codes and/or ordinances in force at the time of construction. It is the Contractor's responsibility to insure that where EPA, DEQ or other such regulations control the removal, handling, installation or disposal of materials, they shall be strictly adhered to whether or not specifically referenced in the construction documents.

b. Contractor shall have data sheets available at the site on any materials used to comply with Michigan and federal OSHA, and EPA. Reference Contract Clause FAR 52.223-3, "Hazardous Material Identification and Material Safety Data".

## 1.14 MATERIAL TESTING BY NATIONAL LABORATORIES

a. Electrical materials and equipment shall be new and bear the UL label or be listed in UL Electrical Construction Materials Directory or Electrical Appliance and Utilization Equipment Directory, wherever standards have been established by the agency.

b. The Contractor shall submit proof that the material or equipment, which he proposes to furnish under this specification, conforms to the standards of Underwriters' Laboratories. The label of Underwriters Laboratories (UL) shall be accepted as conforming to this requirement.

c. In lieu of the label, the Contractor may submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

## 1.15 KEYS

The Contractor shall be responsible for any Government-owned keys that have been issued to him for access to facilities or areas pertinent to this contract.

Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the area shall be returned immediately. Keys shall be returned prior to final task order payments.

Should the Contractor Lose a Key: The Contractor shall notify the Contracting Officer, immediately and in writing, but not later than one (1) working day after he is aware of the loss. Should the key not be found before final acceptance, the final contract payment shall be reduced by the replacement cost for each key not returned and, if required by the Contracting Officer, any re-keying costs and cost of any other damages suffered by the Government.

## 1.16 CONSTRUCTION SCHEDULING, WORK PROGRESS AND PREPARATION OF PROGRESS SCHEDULES AND REPORTS

1.16.1 The instructions for preparation and submittal of the Contractor-prepared Network Analysis System or Construction Progress Charts and Status Reports will be discussed at the Task Order preconstruction meeting..

1.16.2 A weekly meeting may be held between the Contractor, COR and Contracting Officer, if necessary, to discuss work progress, problems and potential change orders. Contractors shall attend these meetings at no additional cost to the Government. Prior to 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 premise 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.

1.16.3 Furniture and portable office equipment in the immediate area will be moved by the contractor to a location designed by the COR and replaced to its original position, or an alternate location as determined by the COR, upon completion of the work. Schedules for movement of furniture and equipment and delivery of materials shall be incorporated in the progress schedule and shall be made with a minimum of interference to Government operations and personnel. So far as practicable, the work shall be completed by section and confined to limited areas. Coordination with the COR and the user activity shall be accomplished at least three days in advance.

1.16.4 For task order with performance period of 60 calendar days or more, or at the direction of the Contracting Officer, and in accordance with FAR Clause "Schedules for Construction Contracts" (April 1984), the contractor shall, within five days after work commence on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of practicable schedule shown 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. The schedule shall be on an AF Form 3064, Contract Progress Schedule or acceptable substitute. The work shall be scheduled so that, upon the start of construction, work progresses in a continuous and diligent manner. A schedule that does not reflect steady and reasonable progress throughout the construction period will be rejected. In accordance with FAR 36.515; "Schedules for Construction Contracts" (April 1984), weekly progress reports, submitted on AF Form 3065, or acceptable substitute, Contractor Progress Report, are required for both the contractor and the Contracting Officer's Representative (COR) covering the period from notice to proceed through final inspection.

1.16.5 Additionally, the Contractor is to provide a project plan in any approved CPM format to define work tasks and track progress for task orders in excess of \$1,000,000.00, and/or when otherwise directed by the Contracting Officer at any dollar value. At least five days prior to work initiation, the contractor is to provide the Contracting Officer hardcopy AF form 3064, Contract Progress Schedule, and a formatted diskette copy, or e-mail file copy, of the plan (CPM) usable with of Microsoft Project (latest version). Additionally, the (CPM) is to have a cost per task field for each task – this is commonly called line item cost. No work is to start until there is written approval from the Contracting Officer that the plan is approved.



1.16.6 For task order with a performance period of less than 60 calendar days, no progress schedule or contractor progress reports will be required unless directed by the Contracting Officer. A weekly progress report in a format acceptable to the Contracting Officer shall be provided to the COR until final inspection.

1.16.7 The Contractor shall prepare a work progress schedule required for completion of each of the various divisions of work, unless the exception in paragraph e above applies. Updated CPM plans and Form 3064 (hardcopy and formatted diskette, or e-mail file copy) shall be provided by the contractor on a (to be indicated per project) basis, unless otherwise directed by the Contracting Officer, showing work progress, at the beginning of the workweek. If there are possible deviations from the original plan, those are to 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 prior to start of construction. 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."

#### 1.17 SAFETY ASSURANCE

a. 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 requirement 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.

b. 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 action on the part of the Contractor, his employees or Sub-contractor, which result in illness, injury or death.

c. Crawl spaces and attics are to be treated as confined space entry. Contractor must follow 29CFR 1910.146 and use Air Force Form 1024 when making an entry. NOTE: A confined space does not include areas above suspended acoustical tile ceiling.

d. Where an employee can fall more than 6 feet, a fall protection system must be used; 29 CFR 1926.500 stipulates where this occurs and the different types of fall arrest systems.

e. When the Contractor is working in buildings that are occupied by Government personnel, the Contractor must provide Material Safety Data Sheets (MSDS) to the Contracting Officer before they begin the work.

f. All references to protection of the site and adjacent buildings when trenching, shall include protection of all employees also.

g. Inspections, Tests and Reports. The required inspections, tests and reports made by the Contractor, Sub-contractor, specially trained technicians, equipment manufacturers and other as required, shall be at the Contractor's expense.

h. 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.

i. Traffic Control Devices. The Contractor shall comply with the recommendations contained in Part 6 of the U. S. Department of Transportation, Federal Highway Administrations "Manual on Uniform Traffic Control Devices", 2003 edition with Revision 1, 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.

## 1.18 INSPECTIONS AND TESTS

Inspections and tests are for the sole benefit of the Government and shall not relieve the Contractor of the responsibility of providing quality control measures to ensure that the work strictly complies with the contract requirements. No inspection or test by the Government shall be construed as constituting or implying acceptance. Reference Contract Clause FAR 52.246-12, "Inspection of Construction".

## 1.19 QUALITY CONTROL/TESTS Also See Section 01451

a. Where work is specified to be in conformity with Standard Specifications of the American Society for Testing Materials (ASTM), or with Federal specifications or with specifications of well known recognized technical and trade organizations, but no tests are specifically stipulated in connection herewith, the Contractor shall furnish and pay for any tests or certifications required by the Contracting Officer to show that the proposed materials meet with the applicable requirements.

b. The Contractor shall submit a written certification from any recognized testing agency, adequately equipped and competent to perform such services, that the material or equipment has been tested and conforms to the standards, including the methods of testing used.

c. Wherever testing or analysis of material is required, such testing unless otherwise noted will be made at the Contractor's expense.

d. Subsequent testing of those materials that fail to meet specifications will be accomplished by the Contractor at no cost to the Government.

e. Contractor Quality Control (CQC) Program: The Contractor shall provide and maintain an effective quality control program in accordance with the contract. Within ten (10) days of the award of the task order, the Contractor shall provide three (3) copies of the task order CQC plan to the Contracting Officer. This document, as a minimum, shall include name and address of the independent testing agency and the responsible principal with the firm; a summary of QC tests required by the specification and to be provided by the testing agency; and typical daily reports forms to be used for this project. The plan shall also indicate organizational procedures to immediately notify the Contracting Officer or his/her representative of test results in noncompliance with the specification and recommendations on correction. The testing agency must be an independent company and not owned or partially owned by the Contractor or any relation or employee of the Contractor.

f. Samples used for testing shall be selected as specified for the various tests elsewhere in the specifications but in every case the method of selecting samples and the location for selection shall be as approved by the Contracting Officer.

g. Tests shall be made in accordance with the specified testing procedures and/or methods and otherwise as required to provide compliance with all contract requirements. Tests shall be made by independent, commercial testing laboratories approved in writing by the Contracting Officer.

h. Results of all tests shall be recorded on certified test reports of the commercial testing laboratories. Reports shall include a statement that the materials tested do or do not meet the requirements of the Contract specifications. Six copies of all reports shall be forwarded directly to the Contracting Officer for approval within five (5) days of the actual performance of the test. The testing agency shall immediately notify (verbally) the Contracting Officer of any tests that indicate failure to meet the contract requirements.

i. Any item, for which test reports show failure to meet all Contract requirements shall be retested as often as required to show full compliance with Contract requirements, at the Contractor's expense.

## 1.20 WARRANTY

a. In addition to the specific guarantees required by the specifications for certain portions of the work to be performed under this Contract, the Contractor shall furnish a written warranty for all of the work to be performed under this Contract, against defects in materials or workmanship for a period of one (1) year from the date of final acceptance of the completed work by the Government.

b. All work including workmanship, material, and equipment (other than Government furnished equipment) shall be warranted for the full period of standard manufacturer's warranty, but in no case shall be warranted for a period of less than one (1) year upon notice from the Contracting Officer of any failure during this warranty period, the part or parts shall be replaced promptly with new parts by and at the expense of the Contractor. Whenever the manufacturer of a piece of equipment supplied by the Contractor customarily provides a warranty covering the equipment, the Contractor shall promptly turn over such to the Contracting Officer.

c. Upon completion, the Contractor shall provide the Contracting Officer with five (5) bound sets containing maintenance, repair and operating instructions and parts lists for each piece of installed equipment.

d. Reference Contract Clause FAR 52.246-12, "Inspection of Construction" and FAR 52.246-21, "Warranty of Construction".

## 1.21 CUTTING AND REPAIRING

a. Unless otherwise specified hereinafter, the Contractor shall do all necessary cutting, drilling, fitting and patching of work and corresponding work that may be required to make several parts come together and fit it to receive, or be received, by work of other trades shown upon, or reasonably implied, by the Drawings and Specifications for the completed project. Reference Contract Clause FAR 52.246-12, "Inspection of Construction".

b. The Contractor shall be held responsible for all cutting, replacement, and repairing of work that is due to faulty workmanship and which is not specifically covered by specifications for trades which are affected. He will also be held responsible for providing, without extra cost to the Government, any small incidental items which are not specifically mentioned in trade specifications, but which are necessary to complete the work in accordance with the drawings, and under the general understanding that the work when completed shall be a finished and workmanlike job. Reference Contract Clause FAR 52.236-5, "Material and Workmanship" and FAR 52.246-12, "Inspection of Construction".

## 1.22 SITE CLEAN UP

a. The Contractor shall maintain the construction site in as clean and orderly condition as possible. All refuse and/or salvage material shall be gathered and disposed of periodically to maintain the site in this condition. All roadways, taxiways and ramp areas within the work area, or used by the Contractor, shall be swept and vacuumed daily to assure safe operation of aircraft. The cleaning operation shall be accomplished with self-propelled sweepers equipped with pick-up devices. The method of cleaning and equipment employed shall be subject to the approval of the Contracting Officer. Reference Contract Clause FAR 52.235-12, "Cleaning Up".

b. During and after periods of rain, this construction site may have a very high water table and/or areas of standing surface water. Dewatering techniques are a Contractor's option; however, the Contracting Officer shall approve the method prior to start of work.

c. Following completion of the work, the Contractor shall clean the entire area from any debris and/or excess of misplaced material due to his operation and obtain Contracting Officer's approval of this finished work. (Reference Contract Clause FAR 52.246-12, entitled "Inspection of Construction" and FAR 52.236-12, "Cleaning Up".)

d Prior to acceptance of the facility and at such times as directed by the Contracting Officer, the Contractor shall thoroughly clean all exposed surfaces of the building where work under this contract was completed.

e. All protective coatings, except lacquers, shall be removed from finish surfaces and the finish surfaces shall be washed and cleaned. Contractor shall be held responsible for all damaged materials, and at completion, shall replace, at his own expense, all such damaged materials.

### 1.23 LAYOUT AND GRADES

a. All lines and grade work not presently established at the site shall be laid out by the Contractor in accordance with the drawings and specifications. The Contractor shall maintain all established boundaries and benchmarks and replace as directed any which are destroyed or disturbed. Reference Contract Clause FAR 52.236-17, "Layout of Work".

b. The Contractor shall engage a Professional Engineer or Registered Land Surveyor, licensed to practice in the State of Michigan to properly establish all locations, grades, elevations, dimensions, joints, etc., necessary to the proper location of all items of work included in this Contract. All such items shall be established in relation to the benchmark and control points noted on the drawings.

### 1.24 REFUSE AND SALVAGE MATERIALS:

a. All refuse, debris, and construction waste shall be legally disposed of off base at the Contractor's expense. (Reference FAR 52.236-12 "Cleaning Up."). Accumulations of refuse on the site will not be permitted. Use of base dumpsters for contractor-generated refuse is also prohibited.

b. All salvage property removed and not reinstalled under this contract shall be returned to the Government at a place on Base designated by the Contracting Officer, or properly disposed of when directed by the Government.

c. Non-Hazardous Solid Waste must be diverted to recycling, through appropriate means available to the Contractor, if such diversion is less than or equal to the equivalent cost of land filling or incineration.

1. In accordance with the Deputy Undersecretary of Defense DoD Pollution Prevention Measure of Merit Memorandum, HQ USAF/ILEV, dated 6 August 1998, the Solid Waste Disposal and Diversion Tracking form must be submitted at the end of each quarter during performance of the task order. The information presented in this form includes:

a. Amount (in tons) of non-hazardous solid waste, including construction and demolition debris, that is composted, mulched, recycled, reused, donated or otherwise diverted from a disposal facility.

b. Amount (in tons) of non-hazardous solid waste, including construction and demolition debris, transferred to a disposal facility (landfill or incinerator).

d. The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment, and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of its negligence, or while in its care. Point of contact concerning Government salvaged items will be identified under the individual task order.

### 1.25 STORAGE

a. No secure storage space will be provided by the Government. The Government will not be responsible for property belonging to, or under the present control of the Contractor. The Contractor is to protect his materials. An unsecured, open area will be designated by the Contracting Officer for storage of construction equipment and

materials during the period covered by this contract. Reference Contract Clause FAR 52.236-10, "Operations and Storage Areas".

b. Contractor shall construct such temporary sheds as he may require for the use of his workmen and as required for tool cribs and storage of all work under this Contract. Temporary sheds shall be confined to the space assigned by the Contracting Officer. Sheds shall be of approved construction and wood floors, lighting and heat shall be provided in all parts used by workmen. Exterior of sheds shall be painted, all parts maintained in good condition throughout the life of the Contract, and at completion, all parts shall be removed and the premises cleaned up. Reference Contract Clauses FAR 52.236-10, "Operations and Storage Areas" and FAR 52.236-12, "Cleaning Up".

#### 1.26 TEMPORARY FIELD OFFICES

a. As soon as practicable after award of Task Order, and until final completion of the work, Contractor shall provide, maintain and later remove a suitable temporary office(s) for his own use. All field offices shall be painted on the exterior, maintained in good repair, provided with adequate heating, lighting and maintained in a clean and sanitary condition at all times. Reference Contract Clause FAR 52.236-10, "Operations and Storage Areas".

b. When required by the solicitation/task order documents the Contractor shall provide temporary office space for exclusive use of the Government inspectors, to include Contracted inspectors. This office shall include, as a minimum, as desk, a suitable chair, and access to a phone line at no additional cost to the Government.

c. The Contractor is reminded that smoking in buildings on a Government facility is prohibited. Contractors must provide a smoking area for employees away from the main entrance of a building.

#### 1.27 TEMPORARY TOILET FACILITIES

Contractor to provide, at his expense, all temporary toilet facilities. All temporary toilet facilities shall meet the requirements of health authorities having jurisdiction and shall be kept clean and in a sanitary condition at all times.

#### 1.28 UTILITIES

a. The Contracting Officer has determined that Government-operated utilities will be specified in individual task orders if adequate and will/will not be furnished to the Contractor without charge where existing outlets are available. The Contractor may use reasonable amounts of specified utilities for this construction operation without charge. The Contractor is responsible for installing temporary service outlets, as necessary, and charges will be made in accordance with the clause entitled "Availability and Use of Utility Services, FAR Clause 52.236-14. Any expense incurred to gain access to these utilities (temporary tap-ins, etc.,) shall be the responsibility of the Contractor and all utilities shall be returned to their original configurations at the end of the contracts. No alterations to existing utilities shall be accomplished without the written permission of the Contracting Office. The following utility/utilities will be made available: will be specified in each individual task order.

b. Contractor shall be responsible for gas charges once gas service is established until accepted by the Government.

#### 1.29 UTILITY INTERRUPTIONS

a. All utility shutdowns require the prior approval of the Contracting Officer. Request for utility shutdown shall be made in writing at least four (4) weeks prior to the expected date of implementation. or as indicated in Task order documents. As soon as actual shutdown date is known, the Contractor shall notify the Contracting Officer in writing requesting approval at least eight (8) work days prior to requested shutdown.

b. The Contractor's progress schedule shall include preliminary listing of all proposed shutdown dates. Every effort shall be made to make all shutdowns as brief as possible, and as limited in extent as possible.

c. Contractor will provide an emergencies plan, with Contractors to accomplish the repairs in the event of utility and/or communications emergencies

### 1.30 EXCAVATING PERMIT

Contractor is required to secure an excavating permit from Base Civil Engineering, or other applicable agency as designated by the Contracting Officer before proceeding with any exterior on-site excavating or digging. The Base Civil Engineer must have three (3) to four (4) working days notice from the Contractor prior to permit being secured.

### 1.31 COMPRESSED AIR

Contractor shall provide all compressed air used for work under this contract including temporary lines and connections. Remove all temporary lines, etc., at the completion of the work.

### 1.32 WEATHER PROTECTION AND TEMPORARY HEATING

a. The Contractor shall provide and maintain weather protection as may be required to properly protect all parts of the structure from damage during construction.

b. The Contractor shall be responsible for repairs and maintenance to the heating system or units during the period during progress of building construction and shall deliver same to the Government, at termination of such use, in perfect condition, cleaning out all air ducts and replacing all filters. Any temporary heating shall be at the expense of the Contractor.

### 1.33 BLOCKING OFF BASE STREETS

At least two (2) hours prior to the blocking of any street, or as designated by the task order documents, the Contractor shall advise the COR, appropriate Fire Department and Security Police of his intentions, identifying the location and the estimated time of closure. No more than two streets shall be closed at any time, and the two shall be no closer than five blocks from each other. However, there shall be no closures of any street without at least eight (8) days of prior notification to both the COR, appropriate Fire Department, Security Officer and the Contracting Officer.

### 1.34 ARCHEOLOGICAL, PALEONTOLOGICAL AND ENDANGERED SPECIES FINDS.

Any archeological finds (evidence of human occupation) or paleontological finds (evidence of prehistoric plant or animal life) are to be reported to the Contracting Officer immediately and continue work in other areas without interruption. Protect native endangered flora and fauna and notify Contracting Officer of any construction activities that might threaten endangered species or their habitats.

### 1.35 EQUIPMENT REPORT

a. The Contractor shall furnish, unless directed otherwise, upon completion of the project, "Real Property Installed Cost", form in triplicate, of all equipment installed in the facility, and the installed cost of each item. Furthermore, the listing shall include the location of each item and nameplate date.

b. Typically, the listing shall include: air conditioners, air handling units, condensers, fans, pumps, air compressors, transformers, unit heaters, regulators, direct current power supplies, latrine fixtures, motors, engines, motor or engine-driven equipment, cranes, drinking fountains, sinks, water coolers, generators, space heaters, water heaters, refrigerators, freezers, coolers, meters, gas detectors, humidifiers dehumidifier, air purifier, ovens, power

units, fuel tanks, water tanks, elevators, welders, recorders, reels, scales, hydrants, intrusion detection equipment, fire detection and alarm equipment, emergency light sets, emergency eye wash, deluge showers, washers, dryers, dishwashers, bridge cranes, and like items of equipment.

c. Final payment will not be made to the Contractor until the Government has received and approved the listing. The Contractor shall use the "Real Property Installed Cost" form provided to him in the Construction Contractor Guide or given to him at the Pre-performance Conference.

#### 1.36 DAMAGES, REPAIRS

a. All damages by the Contractor's operations shall be repaired, or replaced, at the Contractor's expense, as directed by the Contracting Officer. Any Government property damaged as a result of the work, materials, or operations of the Contractor shall be restored at no additional expense to the Government.

b. All existing sidewalks, curbs, and pavement disturbed, broken or removed or otherwise damaged by the Contractor during performance of the work under this contract shall be replaced by the Contractor at his own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.

c. Reference Contract Clause FAR 52.236-9, "Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements".

#### 1.37 AS-BUILT DRAWINGS

a. The Contractor shall keep an accurate record of all deviations from the approved design drawings and specifications which may occur in the work as actually constructed, and shall submit to the Contracting Officer, at completion of the work, complete information including descriptions, drawings, dimensions, marked prints, etc., as required for correction of the tracings to the as-built conditions.

b. The red lined drawings shall be complete with any deviation in actual construction.

#### 1.38 MAINTENANCE OF TRAFFIC AND SAFETY

a. Where possible, the Contractor and his work shall not interfere with the normal operations of traffic, particularly emergency vehicles and equipment. Contractor is responsible for safety on the Project Site.

b. The Contractor shall use only established haul routes. When materials are transported in prosecution of the work, vehicles shall not be loaded beyond the loading limit established by Federal, State or Local Law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor.

c. The Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the Base with respect to his own operations and the operations of all his Sub-contractors. The Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airfield or Base.

d. With respect to his own operations, and those of all his Sub-contractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the Base.

e. The Contractor shall furnish, erect, and maintain weighted barricades, warning signs, and other traffic control devices as required to maintain traffic and insure the safety of aircraft and the Contractor's equipment. The

Contractor shall make his own estimate of all labor, materials, equipment, and incidental necessary for providing the maintenance of aircraft and vehicular traffic.

#### 1.39 SPECIAL CONDITIONS

a. Any Contractor's equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the Base.

b. The Contractor shall be responsible for the coordination of his work with base communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.

#### 1.40 COMMERCIALY OWNED/OPERATED RADIOACTIVE SOURCES USED ON NATIONAL GUARD PROPERTY

When using radioactive sources for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc., the operator shall comply with the following requirements.

a. Prior to bringing the radiation generator on to the National Guard locations, the Contractor shall provide the Contracting Officer with the following information/documentation, as a submittal, for review and approval:

(1) A copy of the Radioactive Source Permit with operational use conditions/restrictions with expiration date or a Certification of Exemption from licensure from the Nuclear Regulatory Commission (NRC) or Agreement State (AS).

(2) A current list of trained and qualified employees that will be using the radioactive source.

(3) The name of the Permit Radiation Safety Officer (PRSO), emergency contact telephone number, and current address for each source used.

(4) Operating instruction(s)/technical order(s) for the equipment that contains the radioactive source.

(5) Designated storage location of the radioactive source if it remains overnight.

(6) Proposed marking of the storage location if it exceeds 2mR/hr as measured at the surface of the storage container.

(7) A copy of the company Radiation Safety Program.

(8) Emergency Response Plan in case of an emergency for a lost or damaged source and/or over exposure incident/injury.

(9) Provide the portion of their contract that identifies the location(s) of where the source will be used, for how long, and for what type use.

b. The Contracting Officer will obtain approval from the proper office having jurisdiction. After approval is received for use of the specific radiation generator, the Contractor shall:

(1) Meet proper Department of Transportation (DOT) and NRC shipping criteria to include properly filled out shipping manifest(s), container marking/labels, and placards on the vehicle as needed when transporting the source onto and around base. His documents shall also allow him to remove the source from the base also when needed. The source and the activity shall dictate which DOT and NRC regulations and CFR's are applicable.



These include, but not limited to 10 CFR parts 19, 20, 21, 30, 33, 34, & 71 for the permit and operation itself; 29 CFR 1910, 1096 for occupational safety and health activities when using the instrument; 40 CFR part 190 for environmental protection activities; 49 CFR parts 172 & 173 for transporting the instrument, and if the source is lost or stolen 10 CFR parts 30, 40, 50, 70, 73 & 150

(2) Use of radioluminescent signs and markers shall be per AFI 40-201, latest version.

c. The Contractor shall not:

(1) Buy radioactive materials or accept radioactive materials into the Air Force inventory without approval from the Radioisotope Committee (RIC).

(2) Buy or use radium without RIC approval.

(3) Buy radioluminescent signs and markers solely for energy conservation in general administrative, industrial, and housing applications.

d. The Base RSO or his representative reserves the right to inspect work sites and terminate/suspend any operation involving a radioactive source deemed to be unsafe IAW applicable laws, rules and federal regulations.

#### 1.41 HAZARDOUS MATERIAL USAGE

a. The Contractor shall establish hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported using the Selfridge Air National Guard Base (SANGB) Form 23, Part I to the Contracting Officers Representative (COR), who will in turn notify Hazardous Material Pharmacy (HMP) or other applicable personnel. The SANGB Form 23 will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the Contractor shall be identified to the (COR) for approval by the Hazardous Material Pharmacy (HMP)

b. The Contractor shall maintain the SANGB Form 23 for HM on the job site for inspection/verification.

c. Contracting Officer will verify that the HM identified to HMP is the only HM in use on the job site.

d. Contractors shall provide the following to the HMP:

(1) Provide a list of each material and quantity of material for all proposed HM. Hazardous Material (HM) shall be construed to mean any item that is:

- a health hazard or physical hazard as defined in 29 CFR, 1910.1200(c).
- regulated in its disposal by EPA under 40 CFR.
- hazardous as defined by DOT regulations under 49 CFR.
- hazardous as defined by the Dangerous Goods Regulations of the International Air Transport Association.

(2) Provide a material safety data sheet (MSDS) for each item on the list.

(3) Typical examples of hazardous materials used on the job site include, but are not limited to:

- petroleum based liquids/gases (gasoline, kerosene, diesel, propane, butane, acetylene, etc.)
- explosives
- adhesives and glues
- shot charges for anchor systems
- volatile solvents (such as PVC cleaner and glues, paint thinners)
- non-water based paints
- liquid sealants
- epoxies and coating systems

- acidic or alkali cleaners

f. The Contractor shall establish his/her own HM storage and issue location that complies with federal, state and local environmental regulations. Unused materials shall be removed from the ANG installation prior to close out of the contract or expiration date of the HM.

g. The Contractor shall comply with all federal, state and local environmental standards.

h. The Contractor shall accompany the contracting officer's representative (COR) and the installation Environmental Manger (EM) on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the Government accepting beneficial occupancy of the facility or construction item. Documentation of this action will take place on SANGB Form 23, Part II.

i. 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 task order modification may be required, subject to equitable adjustment under the terms of the contract.

j. The Contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas and will be specified in individual Task Orders. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and, that hand pressure can crumb, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturate, impregnate 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.

#### EXAMPLE CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM

#### PART I

Date: \_\_\_\_\_

This part is to be completed by Contractor prior to the construction start date, and shall be maintained on the job site.

Contractor Company: \_\_\_\_\_

Proposed work term: (date) \_\_\_\_\_ to (date) \_\_\_\_\_

Contractor Point of Contact: \_\_\_\_\_ (full name or names, phone/cell/pager numbers,

Phone number: -emergency 24-hour contact number, etc.)

#### Submittal Information

#### Storage and Usage Information

HM to be used: MFG./Product	MSDS Attached (Yes/No)	Amount on Site*, Transient or Stored	Amount Used Up in Process	Used or Unused Amount Removed from ANG installation


Note: This form is good for an one-month period and is to be submitted to the hazardous material pharmacy (HMP). All HM (hazardous material) used thereafter will be identified to the Contacting Officer's Representative for approval by the HMP. See Part II for Contractor close-out procedures. The HMP phone number is (586) 239-6104.

\*Transient amount reflects amount brought on site daily, but not stored overnight. Use separate lines for transient and storage amounts.

HMP Team Approval Signatures:

(Hazardous Material Pharmacy) \_\_\_\_\_

(Environmental Manager) \_\_\_\_\_

(Bio-environmental Engineer) \_\_\_\_\_

(Base Fire Department) \_\_\_\_\_

**CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM CLOSE-OUT PROCEDURES**

**PART II**

Attach this part to Part I

The Contractor shall accompany the Contracting Officer's Representative and the Environmental Manager on the close-out inspection to ensure all used and unused HM has been removed from the installation.

Close-out Approval Signatures:

Date

Contractor \_\_\_\_\_

Contracting Officer's Representative \_\_\_\_\_

EM (Environmental Manager) \_\_\_\_\_

**1.42 ENERGY AND WATER EFFICIENCY AND RENEWABLE ENERGY**

a. The Government's policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies.

b. The Contractor shall include the provisions of energy-using products for construction, renovation, or maintenance of a public building by acquiring energy-using products designated by the Department of Energy's Federal Energy Management Program (FEMP).

#### 1.43 POLLUTION ABATEMENT

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

b. 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.

c. Burning of any material is strictly prohibited.

d. 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.

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

f. 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.

#### 1.44 WORK BY 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.

#### 1.45 REGULATIONS

a. 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.

b. The Contractor, his employees, and his Sub-contractor are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The Contractor agrees to observe and comply with all applicable state and federal requirements regarding social security, workman's compensation, unemployment insurance and any other matters concerning employment applicable to the performance of this contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any Governmental body against any employee of the Contractor for the violation of a state or federal law or regulation shall not excuse the Contractor from full compliance with the terms and conditions of this contract

c. 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.access.gpo.gov/su\\_docs](http://www.access.gpo.gov/su_docs).

d. The Contractor, his employees, and Sub-contractor shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and Sub-contractor shall carry proper personal identification with them at all times.

e. Contractor's equipment shall be conspicuously marked for identification and parked or placed within approved areas only, out of the way of driveways, emergency access roads, and traffic. The contractor shall ensure that all parts of the facility where work is being performed are adequately protected. The contractor shall comply with all security regulations imposed by the base/post commander against vandalism and theft.

#### 1.46 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 sub-contractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

#### 1.47 IDENTIFICATION OF VEHICLES AND PERSONNEL:

Vehicles: Highway vehicles owned or leased by Contractors shall be furnished with identifying markings reflecting minimally, the Contractor's name, home city and local phone number. Personal Vehicles must be registered with the Installation. (if applicable).

Personnel: Contractor's workmen shall have legal identification (picture ID) on them at all times while working on the Government project.

END OF SECTION

SECTION 01001

#### AFFIRMATIVE PROCUREMENT

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

#### **PART 1 GENERAL**

##### 1.1 AFFIRMATIVE PROCUREMENT & POLLUTION PREVENTION

Affirmative Procurement is a mandatory component of the Air Force pollution prevention program. The AF Installation Pollution Prevention Program Guide includes this goal for Affirmative Procurement: "100% of all products purchased each year in each of U.S. EPA's 'Guideline Item' categories shall contain recovered materials meeting U.S. EPA's Guideline Criteria." This document contains guidelines for implementing the RCRA, EO, DOD, and Air Force requirements.

## 1.2 AUTHORITY AND REFERENCES

- A. The Resource Conservation and Recovery Act (RCRA), Section 6002 (42 U.S.C. 6962)
- B. Executive Order (EO) 13101 and EO 13514, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition.
- C. Title 40, Code of Federal Regulations (CFR), Part 247, Comprehensive Procurement Guideline for Products containing Recovered Material.
- D. Federal Acquisition Regulations (FAR)

## 1.3 SUBMITTALS

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

SD-01 Data

Product Data; GA

The Contractor shall submit manufacturer's material specifications, installation instructions, physical characteristics, etc, to show that the product meets project and specification requirements.

SD-13 Certificates

Product Certificates; GA

The Contractor shall submit documentation certifying that products meet or exceed the specified requirements.

SD-14 Samples

Product Samples; GA

The Contractor shall submit samples of the product intended for use for project record.

## 1.4 DEFINITIONS

A. **AFFIRMATIVE PROCUREMENT:** The purchase of environmentally preferable products manufactured from recycled and reclaimed materials.

B. **ACQUISITION:** The acquiring by contract with appropriated funds for supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract.

C. **CONTRACTOR:** The prime Contractor, Sub-contractor, material suppliers, and equipment suppliers who provide the products that will be used in the construction of this project.

D. **ENVIRONMENTALLY PREFERABLE:** Products or services having a lesser or reduced effect on human health and the environment when compared to competing products or services, serving the same purpose. This comparison

may consider raw materials acquisition, production, manufacturing, packing, distribution, reuse, operation, maintenance, or product or service disposal. (Section 201, EO 13101 AND EO 13514)

E. **EPA DESIGNATED ITEM:** An item that is or can be made with recovered material; that is listed by the Environmental Protection Agency (EPA) in a procurement guideline (40CFR, part 427); and for which EPA has advised purchasing recommendations in a related Recovered materials Advisory Notice (RMAN). (FAR 23.402)

F. **EXECUTIVE AGENT OR AGENCY:** An executive agency as defined in 5 U.S.C. 105. For the purpose of this order, military departments, as defined in 5 U.S.C. 102 are covered under the auspices of the Department of Defense.

G. **FORM:** The Affirmative Procurement Reporting Form found at the end of this section.

H. **POLLUTION PREVENTION:** Source reduction as defined in the Pollution Prevention Act of 1990 (42 U.S.C. 13102), and other practices that reduce or eliminate the creation of pollutants through (a) increased efficiency in the use of raw materials, energy, water, or other resources; or (b) protection of natural resources by conservation.

I. **POST CONSUMER MATERIAL:** 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. "Post consumer material" is a part of the broader category of "recovered material".

J. **PROCUREMENT:** The purchase and providing of products to be used in the construction of this project.

K. **PRODUCT:** Materials and equipment that will be used in the construction of this project.

L. **RECOVERED MATERIALS:** Waste materials and by-products which have been recovered or diverted from solid waste, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (Section 205, EO 13101 AND EO 13514 and FAR 23.402)

M. **RECYCLABILITY:** The ability of a product or material to be recovered from or otherwise diverted from the solid waste stream for the purpose of recycling. (Section 206, EO 13101 AND EO 13514)

N. **RECYCLING:** The series of activities, including collection, separation, and processing by which products or other materials are recovered from the solid waste stream for use in form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion. (Section 207, EO 13101 AND EO 13514)

O. **RECYCLED MATERIAL:** A material utilized in place of raw or virgin material in product manufacturing consisting of materials derived from post consumer waste, industrial scrap, material derived from agricultural wastes, and other items, all of which can be used in new product manufacturer. (EPA Guidelines & OFPP Policy Letter 92-4)

P. **RECYCLED PRODUCT:** A recycled product is one made completely or partially from waste materials or by-products recovered or diverted from the solid waste stream.

Q. **SOLID WASTE:** Garbage, refuse, sludge and other discarded materials including those from industrial, commercial, and agricultural operations, and from community activities. This excludes solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flow, etc. (EPA Guidelines)

R. **SPECIFICATION(S):** A clear and accurate description of the technical requirements for materials, products, or services including the minimum requirement for materials' quality and construction and any equipment necessary for an acceptable product. In general, specifications are in the form of written descriptions, drawings, prints, commercial designations, industry standards, and other descriptive references.

S. UNREASONABLE PRICE: If the cost of the recycled content product exceeds the cost of a non-recycled item, the Air Force considers the cost to be unreasonable. (Air Force Affirmative Procurement Plan)

T. VERIFICATION: Procedures used by procuring agencies to confirm both vendor estimates and certifications of the percentages of recovered materials contained in the products supplied to them or to be used in the performance of a contract. (EPA Guidelines)

U. WASTE PREVENTION: Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

V. WASTE REDUCTION: Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

## 1.5 REGULATORY BACKGROUND

Section 6002 of RCRA requires federal agencies to give preference in the acquisition process to products and practices that conserve and protect natural resources and the environment. EO 13101 AND EO 13514 requires federal agencies to expand waste prevention and recycling programs, implement affirmative procurement programs for the United States Environmental Protection Agency (EPA) -designated items, and procure other environmentally preferable products and services. The stated purpose of the Affirmative Procurement Program is to stimulate the market for recovered materials. As a result of EO 13101 AND EO 13514, the EPA issued the Comprehensive Procurement Guidelines (CPGs) that have established the mandatory procurement by federal agencies of 36 items produced with recovered materials. The EPA has also issued Recovered Material Advisor Notices (RMANs) to accompany the CPGs and provide detailed information on the designated items. Please direct all questions regarding the plan to the Contracting Officer for forwarding to the Environmental Office.

## 1.6 APPLICABILITY

These procedures apply to Contractors employed in the construction of task order projects. Please direct all questions regarding the plan to the Contracting Officer.

## 1.7 RESERVED

## 1.8 EXEMPTIONS

### 1.8.1 EPA Recommendations

The U.S. EPA's recommends minimum recycled content levels are mandatory for procurements of those items listed in the AFFIRMATIVE PROCUREMENT REPORTING FORM, unless one of the following exemptions applies. RCRA provides the following exemptions from the requirement to purchase EPA-designated items:

1. The product is not available from a sufficient number of sources to maintain a satisfactory level of competition (i.e., available from two or more sources).
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the procuring agency.
4. The product is not available at a reasonable price. For Air Force purposes, "unreasonable price" is defined as follows: If the price of the recycled-content product exceeds the cost of a non-recycled item, then the price is considered unreasonable.



## 1.8.2 Contractor Responsibility

The Contractor is responsible for completion of the Form with respect to the work and products being provided. The Prime Contractor is responsible for insuring that all sub-Contractors comply with this order. Each Contractor shall provide written documentation to support his/her decision not to acquire items meeting the minimum content levels. This documentation shall be forwarded to the Contracting Officer for review and approval. In the event the documentation fails to support the Contractor's findings, the Contracting Officer's Representative shall return the documentation to the Contractor citing the reason(s) for disapproval. The Contractor shall resubmit and address the deficiencies. Contractor is cautioned not to proceed with acquiring non-compliant materials until the Contracting Officer's approval is received.

## 1.9 U.S. EPA DESIGNATED ITEMS

The 54 U.S. EPA-designated items are listed below. Not all of these materials may be required in the construction of this project. Please refer to the drawings and specifications. The attached AFFIRMATIVE PROCUREMENT REPORTING FORM shall be used to demonstrate compliance with the stated procurement requirements.

### PAPER PRODUCTS

1. All paper and paper products, excluding building and construction paper grades.

### VEHICULAR PRODUCTS

2. Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, but excluding marine and aviation oils.
3. Tires, excluding airplane tires.
4. Reclaimed engine coolants, excluding coolants used in non-vehicular applications

### CONSTRUCTION PRODUCTS

5. Building insulation products.
6. Structural fiberboard products for applications other than building insulation.
7. Laminated paperboard products for applications other than building insulation.
8. Cement and concrete, including products such as pipe and block, containing fly ash.
9. Cement and concrete, including concrete products such as pipe and block, containing ground-granulated blast furnace (GGBF) slag.
10. Carpet made of polyester fiber for use in low- and medium-wear applications.
11. Floor tiles containing recovered rubber or plastic.
12. Patio blocks containing recovered rubber or plastic.
25. Shower and restroom dividers/partitions containing recovered steel or plastic.
26. Reprocessed and consolidated latex paint for specific uses.
37. Carpet cushion.
38. Flowable fill.
39. Railroad grade crossing surfaces.

### TRANSPORTATION PRODUCTS

13. Traffic barricades used in controlling or restricting vehicular traffic.
14. Traffic cones used in controlling or restricting vehicular traffic.
27. Parking stops.
28. Channelizers used as temporary traffic control devices.
29. Delineators used as temporary traffic control devices.
30. Flexible delineators used as temporary traffic control devices.

## PARK AND RECREATION PRODUCTS

- 15. Playground surfaces containing recovered rubber or plastic.
- 16. Running tracks containing recovered rubber or plastic.
- 31. Plastic fencing.
- 40. Park benches and picnic tables.
- 41. Playground equipment.

## LANDSCAPING PRODUCTS

- 17. Hydraulic mulch products containing recovered paper or recovered wood.
- 18. Compost made from yard trimmings, leaves, and/or grass clippings.
- 32. Garden and soaker hoses containing recovered rubber or plastic.
- 33. Lawn and garden edging containing recovered rubber or plastic.
- 42. Food waste compost.
- 43. Plastic lumber landscaping timbers and posts.

## NON-PAPER OFFICE PRODUCTS

- 19. Office recycling containers.
- 20. Office waste receptacles.
- 16. Plastic desktop accessories.
- 22. Toner cartridges.
- 23. Binders.
- 24. Plastic trash bags.
- 34. Printer ribbons (re-inked ribbons or re-inking equipment/service for ribbons).
- 35. Plastic envelopes.
- 44. Solid plastic binders.
- 45. Plastic clipboards.
- 46. Plastic file folders.
- 47. Plastic clip portfolios.
- 48. Plastic presentation folders.

## MISCELLANEOUS PRODUCTS

- 36. Pallets
- 49. Sorbents.
- 50. Industrial drums.
- 51. Awards and plaques.
- 52. Mats.
- 53. Signage, including sign supports and posts.
- 54. Manual-grade strapping.

### 1.10 INTENT

The intent of this section is to increase the awareness of all Contractors as to the availability of products manufactured from, or that contain recycled materials, thereby increasing the use of these products in the construction of this project.

The various sections of the specifications contain references to products to be used in the construction of this project. The listed product may or may not be manufactured from or contain recycled materials. Therefore, all Contractors, Sub-contractor, equipment suppliers, and material suppliers are responsible for compliance with this specification. Recycled products shall be used wherever possible subject to the exemptions as per the paragraph entitled

EXEMPTIONS. Substitution of recycled materials or recycled products for specified products are subject to the provisions of the paragraph entitled 1.8 Exemptions.

1.11 RECYCLED OR RECOVERED PRODUCTS

All construction materials to be used in this project, unless on existing exemption list, is to be identified on the Form at the end of this section.

1.12 QUALITY ASSURANCE

Companies specializing in the manufacture of products that comply with the requirements of this section shall have a minimum of three (3) years documented experience.

1.13 INSTALLATION

All products shall be installed per manufacturer's instructions.

**AFFIRMATIVE PROCUREMENT REPORTING FORM**

(PER EXECUTIVE ORDER 13101 and 13514)

PROJECT NUMBER: \_\_\_\_\_  
 BLDG NUMBER: \_\_\_\_\_  
 PROJECT MANAGER: \_\_\_\_\_  
 PROJECT INSPECTOR: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

This form is to be completed by the Contractor and submitted to the Contracting Officer.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC) (%)	ACTUAL RMC (%)	QUANTITY USED/UI	EXEMPTED 1,2,3,4
Rock Wool Insulation	75%			
Fiberglass Insulation	20-25%			
Cellulose loose fill/Spray-on Insulation	75%			
Perlite Composition Board Insulation	23%			
Plastic Rigid Foam Insulation	9%			
Plastic Foam In Place Insulation	5%			
Plastic Foam, Glass Fiber Reinforced Insulation	6%			
Phenolic Rigid Foam Insulation	5%			
Structural Fiber Board	80-100%			
Laminated Paper Board	100%			
Cement/Concrete (FLYASH)	SEE SPEC <sup>1</sup>			

1

Cement	ASTM C 595, "Standard Specification for Blended Hydraulic Cements" ASTM C 150, "Standard Specification for Portland Cement" AASHTO M 240, "Blended Hydraulic Cements"
--------	---

High Fly Ash Flowable Fills	95%			
Low Fly Ash Content Flowable Fill	6-14%			
Carpet (PET)	25-100%			
Bonded polyurethane Carpet Cushion	15-50%			
Jute Carpet Cushion	40%			
Synthetic fibers Carpet Cushion	100%			
Rubber Carpet Cushion	60-90%			
Rubber Plastic Patio Blocks	90-100%			
Rubber or Plastic Floor Tile	90-100%			
Steel Restroom Divider/Partition	16%			
Plastic Restroom Divider/Partition	20-100%			
Concrete Railroad Crossing	15-20%			
Rubber Railroad Crossing	85-95%			
Steel Railroad Crossing	25-30% BOF/100% EAF <sup>2</sup>			
Traffic cones made from PVC, LDPE, crumb rubber	50-100%			
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%			
Channelizers, Plastic	25-95%			
Channelizers, rubber base	100%			
Delineators, plastic	25-90%			
Delineators, rubber base	100%			
Delineators, steel base	25-50%			
Flexible plastic delineators	25-85%			
Parking Stops, Plastic or Rubber	100%			
Parking Stops, Concrete containing coal fly ash	20-40%			
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%			
Playground Surfaces, including rubber or plastic	90-100%			
Plastic Fencing for use to control snow, drifting sand, or as a safety barrier	90-100%			
Running Tracks. Including rubber or plastic	90-100%			
Plastic Park benches and Picnic Tables	100 %			
Plastic composite Park benches and Picnic Tables	100%			
Aluminum Park benches and Picnic Tables	25%			
Concrete Park benches and Picnic Tables	15-40%			
Steel Park benches and Picnic Tables	25-30 % BOF/100% EAF			
Plastics Playground Equipment	100%			
Plastic Composites Playground Equipment	95-100%			
Steel Playground Equipment	25-30 % BOF/100% EAF			
Aluminum Playground Equipment	25%			

Concrete	<p>ASTM C 618, "Standard Specification for Fly-Ash and Raw or Calcined Natural Pozzolans For Use as a Mineral Admixture in Portland Cement Concrete"</p> <p>ASTM C 311, "Standard Methods of Sampling and Testing Fly-Ash and Natural Pozzolans for Use as a Mineral Admixture in Portland Concrete Cement"</p> <p>ASTM C 989, "Ground-Granulated Blast Furnace Slag for Use in Concrete Mortars"</p> <p>AASHTO M 302, "Ground-Granulated Blast Furnace Slag for Use in Concrete and Mortars"</p> <p>American Concrete Institute Standard Practice ACI 226.R1, "Ground-Granulated Blast Furnace Slag as a Cementitious Constituent in Concrete"</p>
----------	---

<sup>2</sup> Designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF).

Garden hose, rubber or plastic	60-65% post-consumer materials			
Soaker hose, rubber or plastic	60-70% post-consumer materials			
Lawn/garden edging, plastic or rubber	30-100%			
Paper-based hydraulic mulch	100%			
Wood-based hydraulic mulch	100%			
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste	100%			
HDPE lumber timbers and posts	75-100%			
Mixed plastics/Sawdust lumber timbers and posts	100%			
HDPE/Fiberglass lumber timbers and posts	95%			
Other mixed resins lumber timbers and posts	95-100%			
Latex Paint; white, off-white or pastel colors	20%			
Latex Paint; gray, brown, earth-tones, other dark colors	50-99%			
Consolidated Latex Paint (when color and performance don't matter).	100%			
Plastic Non-road Signs	80-100%			
Aluminum Signs	25%			
Plastic Sign Posts and Supports	80-100%			
Steel Sign Posts and Supports	25-30 % BOF/100% EAF			
<b>Awards and Plaques</b>	Glass	75-100		
	Wood	100%		
	Paper	40-100		
	Plastic and Plastic/ Wood Composite	50-100		

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

- 1) The product does not meet appropriate performance standards
- 2) The product is not available within a reasonable time frame
- 3) The product is not available competitively (from two or more sources)
- 4) The product is only available at an unreasonable price (compared with a comparable non-recycled content product.)

**CERTIFICATION**

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form complies with EPA standards for recycled/recovered materials content.

Contractor

Contract Inspector

END OF SECTION

SECTION 01300  
SUBMITTALS

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

## PART 1 GENERAL

**INTRODUCTION** The following guidance is to be followed for all construction related submittals, all submittals required in Division 1 specifications and all submittals identified in Statements of Work as requiring Contracting Officer approval.

### 1.1 SUBMITTAL CLASSIFICATION/IDENTIFICATION

Throughout these specifications submittals may be identified with the prefix "SD" followed by a number. This number and prefix are for book keeping and record sorting in the system. The SD stands for submittal data and the number is a category, e.g., data, drawings, reports, etc. The submittal register shows either the title of the item being submitted or the number and title of the item being submitted. These numbers, if used, may be different in different sections of these specifications for items with the same title.

1.1.1 SD-01 Data: Submittals that provide calculations, descriptions, or documentation regarding the work.

1.1.2 SD-04 Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

1.1.3 SD-06 Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

1.1.4 SD-07 Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

1.1.5 SD-08 Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

1.1.6 SD-09 Reports: Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

1.1.7 SD-13 Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of this contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements, which are being certified.

1.1.8 SD-14 Samples: Samples, including both fabricated and non-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

1.1.9 SD-18 Records: Documentation to record compliance with technical or administrative requirements.

1.1.10 SD-19 Operation and Maintenance Manuals: Data that forms a part of an operation and maintenance manual.

1.1.11 Submittal Classification: Submittals are classified as follows:

1.1.11.1 Government Approved

Government (Contracting Officer) approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction" they are considered to be "shop drawings." Submit in four (4) copies unless specific project specifies otherwise.

#### 1.1.11.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above. Submit in two (2) copies.

#### 1.1.12 Basic Contract Submittals

Basic Contract submittals can be Government Approved or Information Only. Basic contract submittals are submittals that are generic in nature for all work under the MATOC and shall be identified by the Contractor (annotation of Basic Submittal in the remarks column of the Air Force Form 3000) when providing his submittal register for approval in accordance with paragraph Submittal Register of this section. Basic contract submittals shall be submitted within 15 days of approval of the submittal register. The Contract Quality Control Plan, the Contract Safety Plan and submittals required by Section 01451 that impact the contract as a whole are mandatory Basic Contract Submittals.

#### 1.1.13 Task Order Specific Submittals

Task Order specific submittals can be Government Approved or Information Only. These submittals are identified in each specific task order and describe task order specific requirements of materials and/or procedures. Task Order specific submittals shall be available at time of negotiations (as applicable) and submitted for final approval within 10 days of notice-to-proceed for the respective Task Order. The Contractor may request approval to use Task Order specific submittals as Basic Contract submittals.

### 1.2 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After the Contracting Officer has approved submittals, no re-submittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

### 1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

### 1.4 WITHHOLDING OF PAYMENT

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

### 3.1 GENERAL

The Contractor shall submit all items listed on the Submittal Register (AF Form 66) or approved equivalent for each Task Order or specified in the other sections of these specifications. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative. And each item of the submittal shall be stamped, signed, and dated and each respective transmittal form (AF FORM 3000), or approved equivalent, shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. This procedure applies to all transmittals regardless of classification (Information Only or Government Approved). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby.

3.1.1 Submittals shall be submitted to the address specified by individual Task Orders:

### 3.2 SUBMITTAL REGISTER (AF Form 66 or approved equivalent)

3.2.1 Task Order Specific Submittals: Each Task Order will have one set of AF Form 66 listing each item of equipment and material for which submittals are required by the Special Clauses and the Technical Specifications Divisions 1 through 16. The Contractor shall fill in the date entitled "Required Submission Date" and return 2 completed copies to the Contracting Officer for approval within 10 calendar days after Task Order Notice to Proceed.

Contractor shall review the list to ensure its completeness and may expand general category listings to show individual entries for each item. As an example, a general category in the listing for Specification 15400 would be "Fixtures" which the Contractor may want to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc." The line numbers in column 1 are to be assigned sequentially starting with "1" for each specification section.

The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the Task Order. This register, Contractor's schedule dates, and the progress schedules shall be coordinated.

### 3.3 TRANSMITTAL FORM (AF Form 3000 or approved equivalent)

The transmittal form (AF Form 3000), electronic sample attached at end of this section, shall be used for submitting both Government Approved and Information Only submittals in accordance with the instructions on the reverse side of the form. A reproducible form will be furnished to the Contractor. All the heading blank spaces in the form identifying each item submitted shall be properly and completely filled out. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

### 3.4 CROSS-REFERENCE (AF FORM 3000/AF FORM 66)

To provide a cross-reference between the submittals of AF FORM 66 and the transmittal form AF FORM 3000 the Contractor shall record the "transmittal numbers" assigned when submitting materials in the "REMARKS" column of the AF FORM 3000. DO NOT pre-assign transmittal numbers when preparing the submittal register. Transmittal numbers shall be assigned as follows:



Task Order specific submittals shall be sequentially numbered beginning with number 0001 for each Task Order as follows: Task Order number/transmittal numbers, e.g., transmittal number two for task order number eight would be numbered - 0008/0002.

Additional comments and instructions may be inscribed on the reverse side of the transmittal form (AF FORM 3000).

### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

#### 3.5.1 General

Shop drawings and AF Form 3000 (sample will be provided at post-award conference) shall be submitted in the number of copies specified in subparagraphs 1.1.11.1 "Government Approved" and 1.1.11.2 "Information Only." AF Form 3000 is the transmittal document and shall be initiated by the Contractor in accordance with the instructions herein and as on the reverse side of AF Form 3000. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more AF Forms 3000 shall be used per specification SECTION, however, never include more than one specification SECTION per form. Each submittal shall be complete, containing all information needed to determine contract compliance.

#### 3.5.2 Approval of Submittals

All submittals shall be Contractor approved; however, certain specified submittals will also require Government approval. Government approval is required when submittals:

- a. Are specially identified in the Submittal Register (AF FORM 66) for Government approval, or
- b. Are extensions of design, or
- c. Depict deviation from the contract (such as an "or equal" decision), or
- d. Represent critical materials, or
- e. Involve equipment that must be checked for compatibility with an entire system.

All other submittals are for information only.

Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing by an "Approval" stamp containing information as shown on stamp outline in paragraph 3.12, CONTRACTOR APPROVAL STAMP. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals not conforming to the requirements of this Section will be returned to the Contractor for correction and resubmittal.

#### 3.5.3 Deviations

For submittals which include proposed deviations (variations) requested by the Contractor, the column "variation" of AF Form 3000 shall be checked AND FOUR COPIES SUBMITTED for Government Approval. The Contractor

shall set forth in writing the justification for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.5.4 Certification: The contractor is responsible for and shall certify that the submittals comply with contract requirements.

### 3.5.5 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3- by 4-inch clear area adjacent. Title block shall contain subcontractors or fabricator's name, Contract number, description of item(s), bid item number, and a revision block. Contractor shall submit the required number of prints of any type, except blueprints. Provide a blank margin of 3/4 inch at bottom, 2 inches at left, and 1/2 inch at top and right. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in revision block.

### 3.5.6 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except 3- by 4-inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.

### 3.5.7 Changes To Previous Submittals

It is the Government's intent to standardize equipment and materials utilized and installed in this contract. In the event the Contractor desires to change materials or equipment previously submitted, the Contractor must annotate the transmittal block of the AF Form 3000 as "Change to previous transmittal number ", and forward the submittal for Government Approval.

## 3.6 SAMPLES REQUIRING LABORATORY ANALYSIS

See SECTION: 01400 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing. If testing is to be accomplished by the Contractor the requirements of the same section shall apply.

## 3.7 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be handled in accordance with paragraph, 3.6 SUBMITTAL PROCEDURE.

## 3.8 FIELD TEST REPORTS

Routine daily tests such as soil density, concrete deliveries and routine pressure testing shall be delivered to the Contracting Officer with the daily Quality Control reports. See SECTION: 01451 CONTRACTOR QUALITY CONTROL for daily Quality Control Reports/Inspection Reports.

## 3.9 CONTROL OF SUBMITTALS

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

### 3.10 GOVERNMENT APPROVED SUBMITTALS (SUBMIT 4 COPIES)

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Two copies of the submittal will be retained by the Engineer(s) and 2 (two) copies of the submittal will be returned to the Contractor.

#### 3.10.1 PROCESSING OF GOVERNMENT APPROVED SUBMITTALS

Four copies of all submittals requiring Government approval shall be submitted. Having a completed copy of AF Form 3000 attached to it shall identify each copy submitted. Submittals will be reviewed and processed as follows:

- a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two prints, or two copies of catalog and other printed data, will be returned to the Contractor.
- b. Approved Except as Noted (Action Code "B"): Shop drawings that have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and returned to the Contractor for correction. Distribution will be the same as for "Approved as Submitted" (Action Code "A") submittals.
- c. Approved Except as Noted (Action Code "C"): Shop drawings that are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be returned to the Contractor. The Contractor need only resubmit the part of the submittal showing the corrections.
- d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on AF Form 3000 indicating reason for disapproval. Distribution will be the same as for "Approved Except as Noted" (Action Code "C") submittals.
- e. Re-submittal will not be required for shop drawings stamped "Approved as Submitted" (Action Code "A") or "Approved Except as Noted" (Action Code "B") unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted" (Action Code "C") or "Disapproved" (Action Code "E"), Contractor shall make corrections required, note any changes by dating the revisions to correspond with file change request date, and promptly resubmit the corrected material. Re-submittals shall reference the submittal number of the original rejected submittal. Government costs incurred after the first re-submittal will be charged to the Contractor

### 3.11 INFORMATION ONLY SUBMITTALS (SUBMIT 2 COPIES)

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

#### 3.11.1 Processing of Information Only Submittals

Two copies of submittals that are submitted for information only shall be submitted prior to delivery of the material or equipment to the job site. Each copy submitted shall be identified by having a completed copy of AF Form 3000

attached to it. AF Form 3000 shall be marked as follows to identify the Contractor approved submittals. An asterisk shall be placed in column h and the words "Contractor approved -information copy only" shall be placed in the remarks block of the form. Submittals will be monitored and spot checks will be made. When such checks indicate noncompliance, Contractor will be notified by the same method used for Government approvals. In the event the Contractor requests evidence of Government receipt of submittals, an additional completed AF form 3000 shall be submitted (without attachments) which will be returned to the Contractor to signify that the submittal has been received.

### 3.12 CONTRACTOR APPROVAL STAMP

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

CONTRACTOR:

CONTRACT NO.

TRANSMITTAL NO.

ITEM NO.

SPECIFICATION SECTION

PARAGRAPH NO.

APPROVED: YES            NO

APPROVED WITH

CORRECTIONS AS NOTED ON SUBMITTAL DATA

ON ATTACHED COMMENT SHEET

SIGNATURE:

TITLE: DATE

### CONTRACTOR'S REVIEW STAMP

MAXIMUM SIZE 3-INCHES X 3-INCHES

### 3.13 TRANSMITTAL CHECK LIST

The following check list is intended to aid in the preparation of AF Form 3000 and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

- (1) DO NOT submit multiple 5-digit specification sections on one AF FORM 3000.
- (2) Transmittal # 1 shall be the Submittal Register (AF FORM 66). Subsequent submittals shall be numbered sequentially as submitted except for resubmittals. Resubmittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 resubmittal would be number 2A, etc.
- (3) Government Approval; Submit 4 copies of enclosures; each with AF FORM 3000's attached. Information only; Submit 2 copies of enclosures, each with AF FORM 3000's attached and 1 additional copy (optional) of the AF FORM 3000.
- (4) Break the submittal into items that can be reviewed independently. For a transmittal with more than 9 items use multiple sets of AF FORM 3000's.
- (5) Item numbers must be written on the enclosures and the AF FORM 3000
- (6) Only ONE copy with the information required by items 2 and 5 above should be collated by items into a booklet form.

- (7) Each item of an enclosure shall be "approval stamped" by the Contractor.
- (8) Enter the specification technical paragraph for each Item in column 'e' on the AF FORM 3000.
- (9) Identify the contract drawing number that applies, if applicable, in column' 2 on AF FORM 3000.
- (10) Variations shall be identified in Description of Material column on AF FORM 3000 and justified in the Remarks Block on the reverse of the form.
- (11) Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.
- (12) Allow a minimum 30 days (15 days for Task Order Specific) for submittals requiring Government Approval. Justify exceptions for shorter periods.
- (13) SIGN the AF FORM 3000.

END OF SECTION

SECTION 01451

CONTRACTOR QUALITY CONTROL

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

PART 1 GENERAL

1.1 REFERENCES

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

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740(1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329(1990) Use in the Evaluation of Testing and Inspection Agencies as Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Pricing Schedule for each task order.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in accordance with the clause entitled 52.246-12, "Inspection of Construction," in the Contract Clauses of this document.

The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction and demolition operations, both on-site and off-site, and shall be keyed to the proposed sequence.

### 3.2 QUALITY CONTROL PLAN

#### 3.2.1 General

The Contractor shall furnish for review by the Government, **not later than 30 days** after award of the basic contract, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

#### 3.2.2 Content of the Basic CQC Plan

The Basic CQC plan shall be submitted to cover the intended CQC organization for the entire contract (encompassing all task orders) and shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system (see paragraph 3.6, Control) for all aspects of the work specified. **The staff shall include a CQC Manager** who shall report to the Project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
- c. A copy of the letter to the CQC Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC Manager including authority to stop work which is not in compliance with the contract. The CQC Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents. These procedures shall be in accordance with Section 01300 SUBMITTALS.
- e. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats. This shall include a copy of the Daily CQC report form.

### 3.2.3 Task Order Addendum CQC Plan

The following may be designated at Task Order level if determined necessary by a specific requirement: submit a CQC Addendum Plan within 10 days of receipt of task order NTP. Proposed changes to file Basic Plan or items requiring additional details of description required implementing the Basic CQC Plan or of a site specific nature shall be covered in the Addendum Plan. Include a list of the definable features of work for the task order. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting. Any proposed changes to the basic CQC organization shall be approved before commencement of construction.

### 3.2.4 Acceptance of Plans

Acceptance of the Contractor's basic and addendum plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.5 Notification of Changes

After acceptance of the QC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

## 3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

## 3.4 QUALITY CONTROL ORGANIZATION

### 3.4.1 CQC Manager

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC Manager or designated CQC staff representative shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed 2 weeks at any one time. The requirements for the alternate will be the same as for the designated CQC manager.

### 3.4.2 CQC Organizational Staffing

A staff shall be maintained under the direction of the CQC manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member. The Contractor shall provide a CQC staff, which shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

#### 3.4.2.1 CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

#### 3.4.2.2 CQC Manager

The CQC manager shall be an experienced construction person, with a minimum of 3 years construction experience on similar type work.

#### 3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff: Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

### 3.5 SUBMITTALS

Submittals shall be as specified in Section 01300 SUBMITTALS. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Government will furnish copies of test report forms upon request by the Contractor. The Contractor may use other forms as approved.

### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC manager for all definable features of work, as follows:

#### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.



- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to "approved" shop drawing or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of work for the day or shift. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that will be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product, which conforms to contract requirements. The Contractor shall procure the services of a licensed testing laboratory. A list of tests to be performed shall be furnished as a part of the task order specific CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract. Test results shall be signed by an Engineer Registered in the state where the tests are performed.

### 3.7.2 Testing Laboratories

Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, asphalt and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329, and be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority. All personnel performing concrete testing shall be certified by the American Concrete Institute (ACI).

## 3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Task Order, the CQC manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

## DOCUMENTATION.

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Material received with statement as to its acceptability and storage.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. Separate reports shall be submitted by the responsible CQC inspectors for each individual Task Order. The report shall contain a record of inspections for all work accomplished subsequent to the previous report. Separate reports for different phases of work may be submitted by the responsible CQC inspectors or the reports may be consolidated into one report if all CQC activities and results are covered and the responsible CQC inspectors are identified.
- l. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government weekly, except that reports need not be submitted for weeks in which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work. All calendar days shall be accounted for throughout the life of the contract. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may Issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop work orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

END OF SECTION

SECTION 01700

WHERE THE FOLLOWING REQUIREMENTS DIFFER FROM REQUIREMENTS ESTABLISHED BY A SPECIFIC TASK ORDER, THE TASK ORDER REQUIREMENTS SHALL GOVERN.

PART 1 GENERAL - AS-BUILT RECORDS AND DRAWINGS, O & M MANUALS, AND WARRANTY OF CONSTRUCTION

1. SUBMITTAL PROCEDURES

Submittals shall be made in accordance with SECTION 01300: SUBMITTALS. Submittal dates shall be as defined in this section.

2. AS-BUILT FIELD DATA:

**2.1 General:** The contractor shall keep at the construction site a complete set of full size blue line prints or drawings/sketches, reproduced at contractor expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:

2.1.1 The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

2.1.2 The locations and dimensions of any changes within the building or structure, and the accurate location and dimensions of all underground utilities and facilities.

2.1.3 Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.

2.1.4 Correct elevations if changes were made in site grading from the contract plans.

2.1.5 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the *Contractor* including, but not limited to, fabrication, erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

2.1.6 The topography and grades of all drainage installed or affected as part of the project construction.

2.1.7 All changes or modifications from the design and from the final inspection.

2.1.8 These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the full-size drawing shall be performed continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Contracting Officer and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

2.2 Submittal of the As-built Field Data: The As-built Field Data shall be submitted to the Contracting Officer for review and approval five working days prior to the final inspection. If review of the preliminary as-built drawings

reveals errors and/or omissions, the drawings will be returned to the Contractor for MATOC corrections. The Contractor shall make all corrections and return the drawings to the Contracting Officer within 10 calendar days of receipt.

**2.3 As Built Drawings:** These drawings shall be provided at the same standard and quality as the design drawings and shall incorporate all As-Built Field Data.

**2.3.1 As Built Contract Original Record Tracings:**

2.3.1.1 Approved preliminary as built drawings will be returned to the Contractor. These drawings are part of the permanent records of this project and the Contractor will be held responsible for their protection and safety until they are returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced in like medium, quality, and size as the originals at the Contractor's expense. When providing As-Built on original record tracing Mylar, the work shall be performed by Certified Engineering Technicians and/or individuals with a minimum of 5 years drafting experience.

2.3.1.2 Drafting of the data onto the contract drawing original record tracings shall be done in a quality equal to that of the originals. Line work, line weights, lettering, and use of symbols shall be the same as the original line work, line weights, lettering, and symbols. Plastic drafting leads or inks shall be used. Graphite leads shall only be used where used on the original drawings. If additional drawings are required, they shall be prepared on the same medium and of equal size and quality as the original record tracings. The Government at no cost will furnish sufficient blank sheets for this purpose to the Contractor upon request. When final revisions have been completed, each drawing shall be lettered or stamped with the words "AS-BUILT" in block letters at least 3/8-inch high placed above the title block if space permits, or if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS BUILT" shall be placed in the revision block above the latest revision notation. Markings on the reverse side of the drawings will not be permitted. The Contractor shall provide the As-Built drawings in the same format as the design drawings.

2.3.1.3 The final as-built record drawings, hard copy or CAD format (preferred) shall be completed and returned together with the approved preliminary as-built drawings to the Contracting Officer within 15 calendar days after the final inspection. The Contracting Officer will review all final as-built record drawings for accuracy and conformance to the drafting standards. The drawings shall be returned to the Contractor if corrections are necessary. The Contractor shall make all corrections and shall return the drawings to the Contracting Officer within 7 calendar days of receipt.

2.4 Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the Contractor.

**2.5 List Of Equipment-In-Place**

Contractor shall submit for approval, at the completion of construction, a list of equipment-in-place. This list shall be updated and kept current throughout construction, and shall be jointly inspected for accuracy and completeness by the Contracting Officer's representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. A sample form showing minimum data required is provided at the end of this section. The EQUIPMENT-IN-PLACE list shall be comprised of all equipment falling under one or more of the following classifications:

- a. Each piece of equipment listed on the mechanical equipment schedules.
- b. Each electrical panel, switchboard, and MCC panel.
- c. Each transformer.
- d. Each piece of equipment or furniture designed to be movable.
- e. Each piece of equipment that contains a manufacturer's serial number on the nameplate.

**3. Operation and Maintenance Manuals:**

3.1 General: The Contractor shall provide Operation and Maintenance (O&M) manuals for the complete facility as applicable under this contract, including all Contractor furnished and installed equipment, systems and materials. Included herein are requirements for compiling and submitting the O&M data. O & M data shall be separated by facility into distinct systems and within each distinct system, further separated by the following disciplines: Mechanical; Electrical; Fire Protection and Detection, Security; and Architectural/General. O & M manuals for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details. Provide overall system schematic with narrative for each discipline. If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required (see paragraph 3.3. Binders).

3.1.1 O&M manuals shall be prepared for each individual facility of multi-facility projects.

3.1.2 Four complete bound copies of the final O&M data as approved shall be required. The requirement for four copies of the O&M manual shall supersede and replace any requirements for a lesser amount of manuals, which may be indicated in some specifications.

**3.2 O&M Manual and Data Submittal:** To establish and assure uniform O&M manual format, the Contractor shall submit and receive Contracting Officer approval on one complete system prior to submissions for remaining systems.

3.2.1 The Contracting Officer will require 20 calendar days for review of submitted O&M manual(s) or data.

3.2.2 O&M data on equipment or systems shall be submitted so all data will be approved and bound in the O&M manuals in the required quantity by the time the project reaches 90 percent completion. Failure to furnish approved, bound manuals in the required quantity by the time the project is 90 percent complete, will be cause for the Contracting Officer to hold or adjust the retained percentage in accordance with Contract Clause, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training and/or acceptance testing, the final O & M data must be approved by the Contracting Officer prior to the scheduling of the training and/or testing.

3.3 Binders:

3.3.1 Construction and Assembly: Manuals shall be 3 ring binder, sliding posts or screw-type aluminum binding posts (three screws) with spine, but only one type shall be used for all manuals (per task order). The manuals shall be hardback covered, cleanable, plastic, not over three (3) inches thick and designed for 8-1/2 x 11 inch paper.

3.3.2 Marking: Each binder shall have the following information, as a minimum, printed on both the spine and cover; or printed on insert in plastic sleeve of notebook binder. BUILDING OR FACILITY NAME, IDENTIFICATION NUMBER (Building No.), LOCATION, AND SYSTEM (Mechanical, Electrical, etc.). Contractor's name and address as well as the contract title and contract number shall be printed on the inside of the front cover.

3.3.3 Color: Color of binder and markings shall be the option of the Contractor except that: (a) labeling color shall contrast with binder color, and (b) colors shall be the same for all manuals on a particular task order.

3.4 Content: The O&M manuals shall be structured to address each of the following topics.

a. Warning Page: A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

b. Index: Each manual shall have a master index at the front identifying all manuals and volumes and subject matter for each. Following the master index, each manual shall have an index of its enclosures listing each volume, tab

numbers, etc., as necessary to readily refer to a particular operating or maintenance instruction. Rigid tabbed flyleaf sheets shall be provided for each separate product, equipment or system in the manual. All pages shall be numbered with the referenced number included in the index.

3.4.1 Warranties: In addition to the general warranty required by the contract, the O&M manuals shall include any specific warranties required by other sections of the TECHNICAL SPECIFICATIONS and other warranties normally provided with the particular piece of equipment or system. Extended warranties normally provided by manufacturers that are beyond the warranty of construction shall be specifically noted. The O&M manuals shall also include a specific warranty section itemizing all standard and extended warranty items. The warranty list shall contain the information indicated below. Warranties will not begin until the Government accepts the facility. Copy of warranty shall be included in the manual.

#### WARRANTY INFORMATION

Project Title Contract Number

General Contractor's Name, Phone Number

ITEM DESCRIPTION START DATE END DATE O & M REFERENCE LOCATION

(in alphabetical order)

Descriptive Name,  
Manufacturer's/  
Warrantor's Name,  
Address & Phone No.

3.4.2 Utility systems shall cover file items required by the specific specification section.

3.4.3 Architectural/General O&M Data shall include the following:

3.4.3.1 Building Products, Applied Materials, and Finishes: Include product data *with* catalog number, size, composition, and color and texture designations. Provide information for reordering custom manufactured products. Data shall include, but not be limited to, information on carpet, floor tile, vinyl wall finishes, builder's hardware, etc.

3.4.3.2 Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

3.4.3.3 Additional Requirements: As specified in individual specification sections.

3.4.4 Data Identification: Catalog data shall be marked to clearly identify pertinent data by highlighting the data with pointers or crossing out all non-pertinent data.

3.4.5 Drawings: All drawings in the manuals shall be of such size that will require only one fold made right to left. All larger size drawings shall be inserted into a separate pocket in the required location in the manual. All drawings shall be of microfilm quality.

3.4.6 Posted Data: The Contractor shall provide posted data for equipment or systems, in addition to O&M manuals, and as required by the TECHNICAL SPECIFICATIONS sections. The data shall consist of as-built schematics of all wiring, controls, piping, etc., as necessary for the operation of the equipment or system, and a condensed typewritten description of the system. The posted data may include approved shop drawings, layout drawings, riser, and block diagrams and shall indicate all necessary interrelation with other equipment and systems. The data may be presented in one or several frames, under glass or sheet acrylic glazing, for clarity and convenience of location. The framed

data presentation and outline shall be acceptable to and posted at locations designated by the Contracting Officer. The data shall be posted prior to requesting the final inspection.

3.4.7 Framed Instructions: Typewritten instructions, framed under glass or sheet acrylic glazing, explaining equipment or system prestart checkout, startup, operations and shutdown procedures, safety precautions, preventive maintenance procedures, and normal operation checks for satisfactory performance of the equipment of systems shall be posted in conjunction with the posted data. The framed instructions may be presented in one or several frames for clarity and convenience of location. The instruction presentation and outline shall be acceptable to the Contracting Officer prior to posting and shall be posted at locations designated by the Contracting Officer. All framed instructions shall be posted prior to requesting the final inspection.

3.5 Payment: Approval and acceptance of the final O&M manuals shall be accomplished before final payment is made to the Contractor.

3.6 Checklist: Contractor shall complete and initial a copy of the O&M Manual Check List which is shown in the "Instructions and Information for Contractors" manual and forward it along with Eng. Form 4025 as part of the O&M Manual submittal to the Contracting Officer for approval.

#### 4.1 EQUIPMENT WARRANTY STICKER

4.1.1 WARRANTY OF CONSTRUCTION (FAR 52.246-21) (Mar 1994), ALTERNATE 1 (April 84). This clause, with its alternate, shall apply to all Task Orders unless specifically deleted in the Task Order RFP.

4.1.2 After final acceptance of the work, the Contractor shall furnish and install an Equipment Warranty Sticker, on Contractor-installed equipment. Lettering shall be block-type upper case and easily readable. Sticker shall be of a durable type material and of a type that can be written on. Sticker shall state the following:

- a. The title "Equipment Warranty."
- b. Contractor's name and Contract Number.
- c. Date warranty expires.
- d. Point of contact, including name and telephone number.
- e. Manufacturer

END OF SECTION