

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. W9127824R0055-0003		3. EFFECTIVE DATE 20 OCT 2025		4. REQUISITION/PURCHASE	
5. PROJECT NO. (If applicable) SHH24001		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than item 6) CODE	
Corps of Engineers 100 Canal Street Mobile, AL 36602		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)		☒ 9A. AMENDMENT OF SOLICITATION NO. W9127824R0055 9B. DATED (SEE ITEM 11) 2 AUGUST 2024	
				☐ 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A				
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b)				
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
☐	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
The subject solicitation for: DEPARTMENT OF HOMELAND SECURITY (DHS) CENTER FOR DOMESTIC PREPAREDNESS (CDP) (TWO PHASE) – ANNISTON, ALABAMA (CALHOUN) Is modified in the following: REFER TO THE ENCLOSED SPECIFICATION REVISIONS AND ADDITIONS, AND ADDED DRAWINGS FOR AMENDMENT NO. 0003 NOTE: THE RECEIPT OF PROPOSAL DATE IS HEREBY REVISED BY THIS AMENDMENT. REFER TO THE ENCLOSED SF1442, SOLICITATION, OFFER & AWARD FORM. Except as provided herein, all terms and conditions of the document reference in item 9A or 10A, as Heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICE (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY	
(Signature of person authorized to sign)				(Signature of contracting officer)	
				16C. DATE SIGNED	

PART I-REVISIONS MADE BY ADDED AND/OR REPLACEMENT PARAGRAPHS/PAGES/SECTIONS

The items listed below are to be replaced by the corresponding added and/or revised paragraphs/pages or sections. Added and/or revised paragraphs/pages or sections are indicated by a note in bottom right hand corner of each paragraph or page. Added sections are hereby made a part of the contract and are to be inserted in the specification in the proper numerical/alphabetical sequence.

Within the specifications, deletions from the specifications are indicated by strikethrough, e.g.: ~~deletions are marked with strikethrough~~ and additions to the specifications including revisions/substitutions are indicated in bold, italic and underlined, e.g.: **additions are indicated thus.**

<u>SECTION</u>	<u>Corresponding Added or Revised Paragraph Page, and/or Section</u>
Table of Contents	Replaced Table of Contents in its entirety.
Checklist for Preparation Of Offers (Notice to Offerors)	Replaced Checklist in its entirety.
Standard Form 1442	Replaced SF1442 - Solicitation, Offer, and Award
Bidding Schedule 1	Replaced Bidding Schedule - 1 Wage Rates
Bidding Schedule 2	Replaced Bidding Schedule - 2 Seed Project
Explanation of Bid Items	Reissued Explanation of Bid Items.
Standard Form 24	Replaced Form in its entirety.
00 12 00	Replaced Section in its entirety.
00 21 00	Added Section in its entirety.
00 22 00	Added Section in its entirety.
00 45 00	Replaced Section in its entirety.
00 70 00	Replaced Section in its entirety.
00 72 00	Added Section in its entirety.
UAI 5152.236	Added clause in its entirety.
01 00 01	Replaced Section in its entirety.
01 00 04	Added Section in its entirety.
Wage Rates	Replaced Wage Rates.
01 10 12	Revised paragraph 1.1.a as indicated herein.
01 11 00	Revised paragraph 1.1.2.1, 1.1.2.1(a), 1.1.2.1.1(b), 1.1.2.1.2, 1.1.2.2(b), 1.1.2.2(d) as indicated herein.

Added paragraph 1.1.2.1(c), 1.1.2.1(d),
1.1.2.1(e), 1.1.2.1.2(h-l), 1.1.2.2(f) as
indicated herein.

02 82 00 Revised paragraph 3.2.3 as indicated herein.

09 68 00 Revised paragraph 2.1(a), 2.1.2.2, 2.1.2.3,
2.1.2.4, 2.1.2.5, 2.1.2.6, 2.1.2.7, 2.1.2.8,
2.2.5 and 2.4 as indicated herein.

APPENDIX B Replaced Appendix B in its entirety.

APPENDIX E Added Appendix E - CADD Files in its entirety.
(Provided Separately)

PART II - REVISIONS MADE BY DELETED PAGES/SECTIONS

The pages and/or sections listed below are to be deleted from the
specifications by the bidders and marked "DELETED":

Page/Section

00 21 16 Deleted Section in its entirety.

Encl as stated

Revised pages of the specifications as indicated in Part I.

New sections as listed in Part I.

Deleted sections as listed in Part II.

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END OF PROJECT TABLE OF CONTENTS

CHECKLIST FOR PREPARATION OF OFFERS (PHASE TWO)

Before sending your offer to us, review it for the following documents--without these, your offer could be rejected.

Any questions about this solicitation, including technical questions about plans and specifications, shall be submitted via the Bidder Inquiry Portal in ProjNet at <https://www.projnet.org>. Please refer to Section 01 00 01 paragraph "REQUESTS FOR INFORMATION".

This checklist is designed for your convenience to assist you in completing your offer. Its completion does not guarantee that your offer will be acceptable. A complete and acceptable offer is solely the responsibility of the Contractor.

1. Your attention is directed to the following clause:

Section 00 21 00, FARS Clause 52.204-7, "System for Award Management (Nov 2024)". **LACK OF REGISTRATION IN THE SAM DATABASE WILL RENDER OFFEROR INELIGIBLE FOR AWARD.** Information on how to register and the time it takes is detailed in the clause.

2. Standard Form 1442 Titled "SOLICITATION, OFFER AND AWARD"

- a. Is it signed in Block 20B? Yes (Y)___Not Applicable(NA) ___
- b. Have you verified with the Project Office that you have received all Amendments? Have you acknowledged all Amendments using block 19? Y___ NA___
- c. Is the complete, correct address of the company printed in Block 14? Y___ NA___ **(ALSO INCLUDE YOUR TIN, UEL, AND CAGE NUMBERS IN THIS BLOCK)**
- d. Are the correct phone numbers, and fax numbers including country codes, included in Block 15? Y___ NA___
- e. If the mailing address of the company is different from the address in Block 14, is the mailing address written in Block 16? Y___ NA___
- f. If you are a Partnership or Joint Venture, have all partners or joint ventures signed in Block 20; or has authority properly been delegated pursuant to the Joint Venture Agreement? Y___ NA___
- g. . If you are a Joint Venture have you submitted your Joint Venture Agreement? Y___ NA___
- h.. Is the time you are allowing for acceptance of the offer, the same or longer than the time set out in block 13?. Y___ NA___

3. Self-Performance Compliance Form

- a. Is it completely filled out? Y___ NA___

4. Representations, Certifications, and Other Statements of the Offeror

Are all of the clauses in this section completed and signed in the appropriate places and returned attached to the offer? Y___ NA___

5. The Bidding Schedule

- a. Is it completely filled out? Y___ NA___
- b. It may not be altered either as to quantities or as to items offered. Y___NA___

- c. There can be no language of limitation either as to quantities or as to items offered. Y__ NA__
- d. If you corrected your numbers, have you initialized these corrections? Y__NA__
- e. If the bidding schedule has been changed by Amendment, is the bidding schedule that you are submitting from the most recent amendment? Y__ NA__
- f. Do prices for each bid item include all costs, mark-ups and taxes (if any taxes are imposed)? Y__ NA__
- g. Is the cost of obtaining your bid and performance guarantee included in the total bid price specified on the bid schedule? Y__ NA__
- h. In preparing your bid, remember the Corps does not make advanced payments on its contracts Y__ NA__

6. Pre-award Information- A detailed list of this information is found in Section 00 12 00, "SELECTION PROCEDURES AND BASIS OF AWARD".

- a Your latest financial statement Y__ NA__
- b. Your present financial commitments Y__ NA__
- c. Your banking institutions and financial resources Y__ NA__

7. Technical Documents that Pertain to Evaluation Factors, Award will be based on the specific factors set out in Section 00 12 00, "SELECTION PROCEDURES AND BASIS OF AWARD".

- a. Have you responded to all the evaluation factors (if required by the solicitation)? Y__ NA__
- b. Is a summary of the experience and special qualifications of your Administration staff included (if required by the solicitation)? Y__ NA__
- c. Is a quality control plan included (if required by the solicitation)? Y__ NA__
- d. Are time tables and schedules included (if required by the solicitation)? Y__ NA__
- e. Is a current audit of your company's financial status included or a certificate attached to a past audit stating the financial status has not changed since the time of the past audit (if required by the solicitation)? Y__ NA__
- f. Is a list of the contracts you are currently working on attached (if required by the solicitation)? Y__ NA__
- g. Have you included a list of the names and phone numbers of references for whom you have done past contracts (if required by the solicitation)? Y__ NA__

All your documents must be in English

SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W9127824R0055	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	02 AUG 2024	1 2
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NUMBER		
		24R0055		
7. ISSUED BY	CODE	8. ADDRESS OFFER TO		
U.S. ARMY ENGINEER DISTRICT, MOBILE CONTRACTING DIVISION (CESAM-CT) (100 CANAL STREET. 36602) P.O. BOX 2288 MOBILE, AL 36628-0001	CT	SAME AS BLOCK 7		
9. FOR INFORMATION CALL :	a. NAME	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)		
	Terri Adams / Jillian Saffle	(251) 441-6500 / (251) 441-5584		

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):

DHS CENTER FOR DOMESTIC PREPAREDNESS (CDP) DESIGN/BUILD AND CONSTRUCTION, ANNISTON, ALABAMA (CALHOUN)

* See Section 01 00 00, Paragraph "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK".

**Block 13A. : Refer to Section 00 11 00 for the number of copies to submit with the original offer.

11. The contractor shall begin performance within <u>8</u> calendar days and complete it within <u>*</u> calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See <u>52.211-10</u> .)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b.) ☒ YES ☐ NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and ** copies to perform the work required are due at the place specified in Item 8 by 1400 (**hour**) local time 02 DECEMBER 2025 (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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS



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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE										

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

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 3204(a) () ☐ 41 U.S.C. 3304(a) ()	
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY	

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 incorporated by reference in or attached to this contract.		☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. AWARD DATE

STANDARD FORM 1442 (REV12/2022) BACK

OFFEROR'S NAME: _____

BID SCHEDULE No. 1 (Year One)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST 12 MONTH PERIOD)

CONTRACT LINE			
ITEM NUMBER		UNIT	PRICE
(CLIN)	DESCRIPTION	UNIT	PRICE
0001	GENERAL CONTRACTOR'S (G.C.) FIELD SUPERVISORY AND MANAGEMENT OVERHEAD		
0001AA	G.C. PROJECT MANAGER	HR	\$ _____
0001AB	G.C. FIELD SUPERINTENDENT	HR	\$ _____
0001AC	G.C. QUALITY CONTROL MANAGER (WHEN SEPARATE PERSON TO BE FURNISHED)	HR	\$ _____
0001AD	G.C. FIELD OFFICE ENGINEER	HR	\$ _____
0001AE	G.C. FIELD OFFICE CLERK	HR	\$ _____

=====

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST 12 MONTH PERIOD)

0002	INCIDENTAL PROFESSIONAL DESIGN SERVICES - COST TO PRIME CONTRACTOR		
0002AA	PROJECT MANAGER	HR	\$ _____
0002AB	ARCHITECT	HR	\$ _____
0002AC	ENGINEER	HR	\$ _____
0002AD	DRAFTSPERSON	HR	\$ _____
0002AE	TYPIST	HR	\$ _____
0002AF	INTERIOR DESIGNER	HR	\$ _____

=====

BID SCHEDULE No. 1 (Year One)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIRST 12 MONTH PERIOD)

CONTRACT LINE

ITEM NUMBER

UNIT

(CLIN)

DESCRIPTION

UNIT

PRICE

0003 PRIME CONTRACTOR MARK-UPS TO
LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTORS, PROFESSIONAL DESIGN SERVICES

0003AA GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED %
WILL APPLY TO LABOR, EQUIPMENT,
MATERIALS, SUBCONTRACTS, ETC.,
IN TASK ORDERS AND ALL
MODIFICATIONS THERETO.

0003AB GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO PROFESSIONAL DESIGN SERVICES
IN TASK ORDERS AND ALL MODIFICATIONS
THERETO.

=====

BID SCHEDULE No. 1 (Year Two)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND 12 MONTH PERIOD)

CONTRACT LINE

ITEM NUMBER

(CLIN)

DESCRIPTION

UNIT

UNIT

PRICE

**0004 GENERAL CONTRACTOR'S (G.C.)
 FIELD SUPERVISORY AND
 MANAGEMENT OVERHEAD**

0004AA	G.C. PROJECT MANAGER	HR	\$ _____
0004AB	G.C. FIELD SUPERINTENDENT	HR	\$ _____
0004AC	G.C. QUALITY CONTROL MANAGER (WHEN SEPARATE PERSON TO BE FURNISHED)	HR	\$ _____
0004AD	G.C. FIELD OFFICE ENGINEER	HR	\$ _____
0004AE	G.C. FIELD OFFICE CLERK	HR	\$ _____

=====

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND 12 MONTH)

**0005 INCIDENTAL PROFESSIONAL DESIGN
 SERVICES - COST TO PRIME CONTRACTOR**

0005AA	PROJECT MANAGER	HR	\$ _____
0005AB	ARCHITECT	HR	\$ _____
0005AC	ENGINEER	HR	\$ _____
0005AD	DRAFTSPERSON	HR	\$ _____
0005AE	TYPIST	HR	\$ _____
0005AF	INTERIOR DESIGNER	HR	\$ _____

=====

BID SCHEDULE No. 1 (Year Two)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE SECOND 12 MONTH PERIOD)

CONTRACT LINE

ITEM NUMBER

(CLIN)

DESCRIPTION

UNIT

UNIT
PRICE

0006 PRIME CONTRACTOR MARK-UPS TO
LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTORS, PROFESSIONAL DESIGN SERVICES

0006AA GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTS, ETC., IN TASK ORDERS AND
ALL MODIFICATIONS THERETO.

0006AB GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO PROFESSIONAL DESIGN SERVICES
IN TASK ORDERS AND ALL MODIFICATIONS
THERETO.

=====

BID SCHEDULE No. 1 (Year Three)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE THIRD 12 MONTH PERIOD)

CONTRACT LINE ITEM NUMBER (CLIN)		DESCRIPTION	UNIT	UNIT PRICE
0007		GENERAL CONTRACTOR'S (G.C.) FIELD SUPERVISORY AND MANAGEMENT OVERHEAD		
0007AA		G.C. PROJECT MANAGER	HR	\$ _____
0007AB		G.C. FIELD SUPERINTENDENT	HR	\$ _____
0007AC		G.C. QUALITY CONTROL MANAGER (WHEN SEPARATE PERSON TO BE FURNISHED)	HR	\$ _____
0007AD		G.C. FIELD OFFICE ENGINEER	HR	\$ _____
0007AE		G.C. FIELD OFFICE CLERK	HR	\$ _____

=====

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE THIRD 12 MONTH PERIOD)

0008		INCIDENTAL PROFESSIONAL DESIGN SERVICES - COST TO PRIME CONTRACTOR		
0008AA		PROJECT MANAGER	HR	\$ _____
0008AB		ARCHITECT	HR	\$ _____
0008AC		ENGINEER	HR	\$ _____
0008AD		DRAFTSPERSON	HR	\$ _____
0008AE		TYPIST	HR	\$ _____
0008AF		INTERIOR DESIGNER	HR	\$ _____

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BID SCHEDULE No. 1 (Year Three)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE THIRD 12 MONTH PERIOD)

CONTRACT LINE

ITEM NUMBER

(CLIN) DESCRIPTION PRICE

0009 PRIME CONTRACTOR MARK-UPS TO
LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTORS, PROFESSIONAL DESIGN SERVICES

0009AA GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTS, ETC., IN TASK ORDERS AND
ALL MODIFICATIONS THERETO.

0009AB GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO PROFESSIONAL DESIGN SERVICES
IN TASK ORDERS AND ALL MODIFICATIONS
THERETO.

=====

BID SCHEDULE No. 1 (Year Four)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FOURTH 12 MONTH PERIOD)

CONTRACT LINE

ITEM NUMBER

(CLIN) DESCRIPTION UNIT UNIT PRICE

**0010 GENERAL CONTRACTOR'S (G.C.)
 FIELD SUPERVISORY AND
 MANAGEMENT OVERHEAD**

0010AA	G.C. PROJECT MANAGER	HR	\$ _____
0010AB	G.C. FIELD SUPERINTENDENT	HR	\$ _____
0010AC	G.C. QUALITY CONTROL MANAGER (WHEN SEPARATE PERSON TO BE FURNISHED)	HR	\$ _____
0010AD	G.C. FIELD OFFICE ENGINEER	HR	\$ _____
0010AE	G.C. FIELD OFFICE CLERK	HR	\$ _____

=====

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FOURTH 12 MONTH PERIOD)

**0011 INCIDENTAL PROFESSIONAL DESIGN
 SERVICES - COST TO PRIME CONTRACTOR**

0011AA	PROJECT MANAGER	HR	\$ _____
0011AB	ARCHITECT	HR	\$ _____
0011AC	ENGINEER	HR	\$ _____
0011AD	DRAFTSPERSON	HR	\$ _____
0011AE	TYPIST	HR	\$ _____
0011AF	INTERIOR DESIGNER	HR	\$ _____

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BID SCHEDULE No. 1 (Year Four)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FOURTH12 MONTH PERIOD)

CONTRACT LINE

ITEM NUMBER

(CLIN) DESCRIPTION PRICE

0012 PRIME CONTRACTOR MARK-UPS TO
LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTORS, PROFESSIONAL DESIGN SERVICES

0012AA GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTS, ETC., IN TASK ORDERS AND
ALL MODIFICATIONS THERETO.

0012AB GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO PROFESSIONAL DESIGN SERVICES
IN TASK ORDERS AND ALL MODIFICATIONS
THERETO.

=====

BID SCHEDULE No. 1 (Year Five)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIFTH 12 MONTH PERIOD)

CONTRACT LINE ITEM NUMBER (CLIN)		DESCRIPTION	UNIT	UNIT PRICE
0013		GENERAL CONTRACTOR'S (G.C.) FIELD SUPERVISORY AND MANAGEMENT OVERHEAD		
0013AA		G.C. PROJECT MANAGER	HR	\$ _____
0013AB		G.C. FIELD SUPERINTENDENT	HR	\$ _____
0013AC		G.C. QUALITY CONTROL MANAGER (WHEN SEPARATE PERSON TO BE FURNISHED)	HR	\$ _____
0013AD		G.C. FIELD OFFICE ENGINEER	HR	\$ _____
0013AE		G.C. FIELD OFFICE CLERK	HR	\$ _____

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(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIFTH 12 MONTH PERIOD)

0014		INCIDENTAL PROFESSIONAL DESIGN SERVICES - COST TO PRIME CONTRACTOR		
0014AA		PROJECT MANAGER	HR	\$ _____
0014AB		ARCHITECT	HR	\$ _____
0014AC		ENGINEER	HR	\$ _____
0014AD		DRAFTSPERSON	HR	\$ _____
0014AE		TYPIST	HR	\$ _____
0014AF		INTERIOR DESIGNER	HR	\$ _____

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BID SCHEDULE No. 1 (Year Five)

(APPLICABLE TO ALL TASK ORDERS ISSUED IN THE FIFTH 12 MONTH PERIOD)

CONTRACT LINE

ITEM NUMBER

(CLIN) DESCRIPTION PRICE

0015 PRIME CONTRACTOR MARK-UPS TO
LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTORS, PROFESSIONAL DESIGN SERVICES

0015AA GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO LABOR, EQUIPMENT, MATERIALS,
SUBCONTRACTS, ETC., IN TASK ORDERS AND
ALL MODIFICATIONS THERETO.

0015AB GENERAL & ADMINISTRATIVE OVERHEADS % _____
HOME OFFICE. THE PROPOSED % WILL
APPLY TO PROFESSIONAL DESIGN SERVICES
IN TASK ORDERS AND ALL MODIFICATIONS
THERETO.

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BID SCHEDULE No. 1 (Contract)

NOTES PERTAINING TO THE CONTRACT LINE ITEM SCHEDULES (FOR FIVE YEAR ORDERING PERIOD) :

1. The bid schedules will undergo price analysis per line item (CLIN).
2. See Section 01 00 04, OUTLINE OF THE TASK ORDER PROCESS, for use of CLINs in pricing sole source Task Orders, and for pricing of materials, equipment, subcontracts and other costs not covered by applicable CLINs, after contract award.
3. Contract Line Item Numbers ("CLINS" or "CLIN" for a single item) 0001 through 0003 are applicable to all Task Orders issued during the first twelve month period of the Contract. CLINS 0004 through 0006 are applicable to all Task Orders issued during the second 12 month period of the Contract. CLINS 0007 through 0009 are applicable to all Task Orders issued during the third 12 month period of the Contract. CLINS 0010 through 0012 are applicable to all Task Orders issued during the fourth 12 month period of the Contract. CLINS 0013 through 0015 are applicable to all Task Orders issued during the fifth 12 month period of the Contract. The total maximum value of the MATOC for the SAM Civil Works Boundaries is **\$49,000,000**. The Government is targeting award of at least five (5) IDIQ contracts to participate in the MATOC pool. The Government reserves the right to award to less than five IDIQ contracts. There is no guarantee that the awardee will receive more than the minimum obligation, which is \$1,000 for the contract.
4. The unit prices for the sub-items under CLIN 0001, (Year One), 0004 (Year Two), 0007 (Year Three), 0010 (Year Four), and 0013 (Year Five), shall represent the cost to the prime contractor for those sub-items, **not including** the prime's General and Administrative Overheads ("G & A", "Home Office", etc., as applicable) and **not including** "Profit" or "Fee", and "Bond". Prices for labor shall include all burdens, such as but not limited to: labor taxes and insurance; health, morale and welfare; direct retirement costs; other applicable fringe benefits and a small tools allowance. Do not include subcontractors' markups to the prime contractor in the labor rates.
5. The unit prices for CLINS 0002 (Year One), 0005 (Year Two), 0008 (Year Three), 0011 (Year Four), and 0014 (Year Five), "Professional Design Services", shall include all costs to the Prime Contractor, **not including** the prime's General and Administrative Overheads ("G & A", "Home Office", etc., as applicable) and **not including** "Profit" or "Fee", and "Bond". The rates per man-hour shall include all costs, such as direct salary costs, all insurance, taxes, workmen's compensation and other benefit costs, all A/E firm overheads, profits and other costs per man-hour of professional services. No additional costs/markups from an A/E firm to the contractor per man-hour on any CLIN sub-item price will be allowed.

6. The percentages for sub-items "AA" under CLINS 0003 (Year One), 0006 (Year Two), 0009 (Year Three), 0012 (Year Four) and 0015 (Year Five) shall consist of the **prime** contractor's percentage markups for "General and Administrative Expenses", to be applied to total labor, equipment, supplies, materials, and subcontracts for a Task Order. After award of a contract, Subcontractors' markups on direct job costs will be included in their proposed prices, or will be negotiated separately, if a negotiated sole source Task Order. Profit and Field Office Overhead will be negotiated on a Task Order basis. The percentages for sub-items "AB" under CLINS 0003, 0006 and 0009 shall consist of the prime contractor's percentage mark-ups for "General and Administrative Expenses", and "Bond", to be applied to the Professional Design Services for a Task Order.

6.1 Note that the current edition, at the time of pricing a Task Order, of the Corps of Engineers "**Construction Equipment Ownership and Operating Expense Schedule**" will be used to price the use of Contractor or Subcontractor owned construction equipment, in good working condition, as a direct cost. The hourly rates for such equipment already include allowances for equipment depreciation, facilities capital, mechanics, fuel, filters, oil and grease, mechanics truck, repair shops and expenses, etc.

6.2 Therefore, when establishing the proposed rates for CLINS 0003, 0006, 0009, 0012, and 0015 the Contractor should eliminate any of the above costs, applicable to construction equipment, from its "Home Office Overhead Pool", or any other indirect cost pool. Include those costs as a **direct** "Cost of Sales" or other applicable term for the denominator in determining the Overhead rate for CLINS 0003, 0006, 0009, 0012, and 0015. See FAR Subpart 31.105 for further explanation.

7. Prices are binding for the entire contract (Five Year Ordering Period).

-- END OF BID SCHEDULE NO. 1 --

BIDDER'S NAME: _____

BIDDING SCHEDULE No. 2

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
<u>Base Bid</u>					
1.	Flooring Abatement and Replacement	1	Job	XXX	_____
2.	ACM Fire Door Replacement	1	Job	XXX	_____
<u>Total Base Bid</u>					_____

NOTES FOR BIDDING SCHEDULE NO. 2

NOTE NO. 1. To better facilitate the receipt and proposal process, all modifications to proposals are to be submitted on copies of the latest bid schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to bid items, all offerors should state their revised prices for each item. The company name should be indicated on the face of the bidding schedule to preclude being misplaced.

NOTE NO. 2. Offerors must insert a price on all numbered items of the Bidding Schedule. Failure to do so will disqualify the bid.

NOTE NO. 3. CONDITIONS GOVERNING EVALUATION OF BIDS AND AWARD OF CONTRACTS.

Only one contract will be awarded on this Bid Schedule. Award will be made according to the "Best Value" approach as defined in Section 00 12 00: PHASE TWO - PROPOSAL SUBMISSION REQUIREMENTS, EVALUATION CRITERIA, SELECTION PROCEDURES AND BASIS OF AWARD.

NOTE NO. 4. The cost of this work is estimated to be between \$1,000,000 and \$5,000,000.

NOTE NO. 5. ADDITIONAL SUBMISSION REQUIREMENTS:

- a. Upon the Government's request, the offeror shall submit a price breakdown of the bid item directly to the Mobile District Office. Details on where and how to send the breakdown will be provided by the requesting official making the request on behalf of the Government. The format of the breakdown will be left up to the offeror. However, as a minimum, the offeror shall provide pricing for the major categories of work under each bid item, for example: site improvements, landscaping, electrical, mechanical, etc. This information will not be needed sooner than three (3) working days after the proposal submission due date.
- b. This information may be required for initial and, if requested, for any revised proposals.

END OF BID SCHEDULE

EXPLANATION OF CONTRACT LINE ITEMS (CLINS)

GENERAL: This section comprises an explanation of the CLINS identified in the bid schedule for each item of work. The bid schedule and the scope of work shall be worked together to identify the various items of work under the applicable CLIN for the specific areas identified in the bid schedule. All work specified herein shall be accomplished in accordance with the requirements of the scope of work. Payment described for the various CLINS will be full compensation for all labor, materials, and equipment required for completing the work. Compensation for any item of work described in the contract but not listed in the bid schedule shall be included in the payment for the item of work to which it is made subsidiary.

BASE BID

1. Bid Item No. 001: Payment under Bid Item No. 0001 will be at the contract lump-sum price and will constitute full compensation for the work associated with, "Flooring Abatement and Replacement".
2. Bid Item No. 002: Payment under Bid Item No. 0002 will be at the contract lump-sum price and will constitute full compensation for the work associated with, "ACM Fire Door Replacement".

OPTIONS

N/A

Bid Bond (See Instructions on Page 3)		Date Bond Executed (Must Not Be Later Than Bid Opening Date)	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027
Principal (Legal Name And Business Address)		Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)	
		State Of Incorporation	
Surety(ies) (Name And Business Address)			

Penal Sum Of Bond				Bid Identification	
Percent Of Bid Price	Amount Not To Exceed			Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)		
					For (Construction, Supplies Or Services)

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit (\$)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed [Affidavit of Individual Surety \(Standard Form 28\)](#) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Section 00 12 00
PHASE TWO - PROPOSAL SUBMISSION REQUIREMENTS, EVALUATION CRITERIA,
SELECTION PROCEDURES AND BASIS OF AWARD

1.0 OVERVIEW.

1.1 Those Offerors selected to move forward following Phase One are invited to submit a Phase Two proposal, as indicated below. The Government will evaluate the proposals in accordance with the evaluation criteria and evaluation rating scheme described herein. The basis of award is also described herein. Competing Offerors shall submit proposals that include the information required below to demonstrate understanding of the solicitation criteria and capability to successfully complete the work described in this solicitation. The Phase Two evaluation will be conducted in accordance with FAR Part 15.

1.2 For Phase Two, Offerors must submit non-priced information and will also be required to provide rates for key disciplines, overhead and other unit costs, and pricing for the Seed project. Non-priced Phase Two information will consider a technical approach for the Seed project. The Government is not obligated to award a contract to all Offerors competing in Phase Two. The Government reserves the right to reject any and/all offers in Phase Two.

1.3 The scope of the Seed project is as indicated in this solicitation. The Seed project is for Asbestos Containing Material (ACM) Abatement on the Department of Homeland Security (DHS) campus, Anniston, AL. The contractor shall provide shop drawing design and ACM abatement as well as material replacement.

1.4 The anticipated dollar range for the Seed project is \$1,000,000 - \$5,000,000.

2.0 PHASE TWO - PROPOSAL SUBMISSION REQUIREMENTS.

2.1 Only those firms selected during Phase One for participation in Phase Two may submit a proposal.

2.2 Submit the electronic proposal package to the U.S. Army Corps of Engineers via Procurement Integrated Enterprise Environment (PIEE) website (<https://piee.eb.mil/xhtml/unauth/home/login.xhtml> -OR- <https://piee.eb.mil>). Emailed submissions of proposals are not permitted and will not be accepted under any circumstances. The Government must receive your proposal no later than the time and date specified in Block 13 of SF 1442. The PIEE system notification must show the proposal submission prior to the specified time. Any and all amendments to the solicitation shall be acknowledged by signing on each amendment (SF30) and by completing Block 19 of the SF 1442. Offerors shall confirm proposal receipt by emailing the Points of Contact listed on the SF1442.

2.3 Submit your proposal as follows:

- Submit one (1) electronic copy of the entire proposal ("Volume III and IV") in Portable Document File (PDF) format. Label the pdf "24R0055- OfferorName-Vol III-IV".
- Submit one (1) electronic copy of Volume IV in Portable Document File (PDF) format. Label the pdf "24R0055-OfferorName-Vol IV".

- Hard copies are not required to be submitted and will not be accepted or evaluated. However, when formatting the PDF files the page size should be 8-1/2" x 11" for all pages except schedules and organizational charts, as applicable, which should be 11" x 17" (counts as one sheet toward page limitation).
- Original Bid Bonds shall be submitted electronically with the proposal. Bid Bonds shall be submitted with Volume III. Failure to comply with this requirement will disqualify the offeror from competition.

2.4 To effectively and equitably evaluate proposals, the Source Selection Evaluation Board (SSEB) must receive information, in the order described below, that clearly describes an Offeror's capabilities to successfully execute design and construction in support of this MATOC. It is therefore an Offeror's responsibility to submit proposal information that is fully responsive to the submission requirements of this section. Offerors are responsible for organizing material sequentially under tabs and numbered pages as set out below to facilitate evaluation. Materials that are not properly organized may easily be overlooked during evaluations, possibly affecting an Offeror's rating. Offers should be concise, addressing only the information outlined in this section.

2.5 Volume III - Administrative Requirements (Including Price). Prior to making an award, the Contracting Officer must determine that any offeror is responsible both financially and technically and has the capability to properly manage the contract during performance and complete the work on time.

2.5.1 The offeror is to submit the following information: (1) Standard Form 1442, and acknowledgement of all amendments, (2) proposal bid schedules, and (3) representations and certifications. In Volume III, offerors shall also submit the required pre-award information, which includes but is not limited to:

(a) A list of present commitments, including the dollar value thereof. For a newly formed Joint Venture (JV), each JV partner must submit a list of present commitments.

(b) Bid Bonds as required.

(c) Self Performance Compliance Form as required.

(d) Financial Statement. Submit a copy of your most recent financial statement. The statement must include a Balance Sheet and Income Statement. If the financial statement is more than 60 days old, attach a certificate stating that the financial condition is substantially the same, or if not the same, describe the changes that have taken place since the financial statement was prepared. Provide evidence of adequate financing arrangements, such as commitments from lending institutions, etc., to perform this contract. Include the names of banks or other financial institutions with which business is conducted (mailing addresses, points of contact and phone number). Reference letters should include, but is not limited to, the following information: (1) the date the offeror's account was open with the financial institution, (2) the average balance for the last 12 months on the offeror's account (i.e., balance in the xx digits), (3) if there is a credit line established with the financial institution, what is the credit amount and how much is available at this time? If not, would the financial

institution be willing to establish a line of credit for the offeror? And if so, for how much (i.e., low xx figure range), (4) how the financial institution evaluates the offeror as a customer (i.e., poor, fair, very good, excellent, etc.), and (5) the financial institution should declare whether the offeror's account is in good standings. This information will be treated confidentially but may be checked for verification.

(e) All other documentation as identified in the Contract Clauses specifications sections within this solicitation.

2.5.3 Price Breakdown Requirements. The Government may request price breakdown, even when discussions are not going to be held. The price breakdown information is not required to be submitted with the initial proposal; however, may be requested by the Government after initial proposal submission.

3.0 PHASE TWO - EVALUATION CRITERIA.

3.1 There are two volumes required for this proposal. Volume III will include pricing and certain administrative requirements that are not rated. Volume IV has two (2) rated non-price factors.

3.2 In Phase Two, the factor ratings assigned in Phase One will not roll over to Phase Two. Only the Phase Two evaluation factors listed below will be used to conduct the non-price/price tradeoff analysis and make award.

PHASES TWO - EVALUATION FACTORS AND ORDER OF RELATIVE IMPORTANCE		
Volume/Tab	Factor - Description	Relative Importance
Volume III	Administrative Requirements (Including Price)	Not Rated. Price evaluated through Price Analysis.
Volume IV	Factor 4 - Technical Approach for the Seed Project	1 st in relative importance; more important than Factor 5
Volume IV	Factor 5 - Overall Approach for Projects under the MATOC	2 nd in relative importance; least important factor

All evaluation factors, when combined, are significantly more important than price.

3.3 Volume IV - Factor 4 - Technical Approach for the Seed Project. The offeror must submit a narrative to explain its capabilities to execute the design and construction for the Seed Project. The response to Factor 4 shall be limited to 10 pages. Address each of the following items, in a narrative format:

(a) Seed Project Requirements and Management Approach - Provide a narrative of the project requirements and the plan for accomplishing those requirements, to include the methods to be employed and any logistical/site limitations under which work must be performed, coordination with the Government, and permitting, as required. The narrative shall also include identification of the major features of work, a preliminary phasing plan for the project, and shall include site conditions and constraints, and logistics planning and constraints. Provide a description of the entities performing work on the Seed project including the prime contractor, design team, major subcontractors and specialty subcontractors, and key management personnel, to demonstrate the management structure for Seed project execution.

(b) Seed Project Preliminary Schedule - Provide a preliminary design and construction schedule to demonstrate an understanding of the Seed project. As a minimum, include key tasks with durations for such activities as site investigation(s), permitting, project site phasing, Shop Drawing Design submittals/ phase(s) including the number of days for government reviews, and the construction phase of the project to include closeout and turnover activities. Clearly indicate the major milestones for major work features. Ensure the project duration meets the solicitation requirements in calendar days starting from the Government's notice to proceed (NTP) to Closeout Documents approval. The preliminary project schedule shall state the scheduling software including version to be used that is compatible with the QCS software. This section shall include both a narrative and a traditional CPM schedule. The CPM schedule does not count against the page limitation for Factor 4.

(c) Provide list of specialty subcontractors, including specialty subcontractors required for the handling of hazardous materials, intended to be used for the Seed project. At a minimum, provide the names of the subcontractors, the general scope/trades they will perform, and previous project experience demonstrating successful construction similar to the Seed project requirement for the proposed scope/trades, if any.

3.4 Volume IV - Factor 5 - Overall Approach for Projects under the MATOC. This discussion is not limited to the Seed Project and should address the following items for projects to be awarded over the duration of the MATOC. The response to Factor 5 shall be limited to 5 pages.

(a) Self-Performance Capabilities - Provide a description of the work that the prime contractor intends to self-perform under this MATOC.

(b) Provide a description of the Offeror's plan to ensure a safe environment for every job site. The discussion shall include the contractor's plan for safe performance of the project requirements that would be required for a typical construction or repair project on a military installation.

4.0 PHASE TWO - EVALUATION PROCESS.

4.1 A Source Selection Evaluation Board (SSEB) composed of U.S. Army Corps of Engineers personnel, Using Activity representatives, and, as necessary, technical advisors will conduct the evaluation. The number and identities of offerors are not revealed to anyone not involved in the evaluation and award process or to other offerors. The SSEB will evaluate proposals, using the factors and evaluation criteria described in this section.

4.2 The evaluation process for Phase Two consists of four parts: Proposal Compliance Review, Non-Price Factor Evaluation, Price Evaluation, Non-Price/Price Trade-Off Analysis.

4.2.1 Proposal Compliance Review. This is an initial check by Contracting Division to ensure that all required forms are complete, and in compliance with all administrative and submission criteria.

4.2.2 Non-Price Factor Evaluation. In accordance with the solicitation, each member of the SSEB will conduct an independent review of the proposals. The review will be an in-depth, systematic evaluation of the proposal against the submission criteria and evaluation factors. After these reviews, the SSEB, by

consensus, will provide a rating for each evaluation factor supported by a justifying narrative. The Offeror's ratings are confidential, and will remain in the Contracting Officer's files. Upon completion of the evaluations, the results will be provided to the Contracting Officer in the form of a Proposal Analysis Report.

4.2.3 Price Evaluation. The Government will initially review pricing independently from the factor evaluation. Price is not rated but will be analyzed for fairness and reasonableness through the use of cost and/or price analysis. The price analysts will also check for appearance of unbalanced pricing. Per FAR 15.404-1(g), unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The Government may reject an offer as non-responsive if it is materially unbalanced. The price evaluation will document the fairness and reasonableness of the proposed bid. If adequate price competition exists, no additional cost information will be requested. However, if at any time during this competition the Contracting Officer determines that further analysis is needed, detailed cost breakdowns may be requested.

4.2.4 Non-Price/Price Trade-Off Analysis. In determining the awardees for the MATOC, the factor ratings from Phase Two will be used during the non-price/price tradeoff analysis. After price analysis of the Bid Schedules and the factor evaluations are completed, the Government will then consider the prices in connection with the factor ratings, comparing the relative advantages and disadvantages of the proposals and prices. If the Contracting Officer determines discussions are not required, the Contracting Officer, relying on the Board's report and independent business judgment, will decide which offerors are to be awarded a MATOC IDIQ contract. This decision, reflected in the Source Selection Decision Document (SSDD), will be based on the proposals that offer the best value to the Government in terms of their Phase Two factor ratings and price. This may result in an award being made to higher rated, yet higher price offeror where the decision is consistent with the solicitation's evaluation factors and the Contracting Officer reasonably determines that the superiority of the non-price factor ratings of the higher priced offeror justifies the additional costs.

4.2.4.1 If discussions are required, some trade-off analysis will be conducted to determine which offerors are to be included in the competitive range. At the conclusion of discussions, and receipt of Final Proposal Revisions, additional evaluation will be conducted by the SSEB, and the Contracting Officer will conduct a final trade-off analysis to determine the awardee.

4.3 Evaluation of Factor 4 - Technical Approach for the Seed Project. The SSEB will evaluate the narrative to assess the Offeror's overall understanding of the requirements of the project given the narrative for the Seed project approach for its logic and reasonableness. The schedule will be assessed for its logic, reasonableness of scheduled activities/tasks, and task durations necessary to complete construction, within the required performance period. More consideration will not be given for schedules that reflect completion ahead of the maximum period of performance stated in the solicitation. The SSEB will evaluate the intended subcontractors to assess the Offeror's probability of success for the subcontracted trades and assess the Offeror's understanding of the requirements of the project. The SSEB will determine the strengths, weaknesses and deficiencies, if any, in the approach

presented, and then assign an overall combined technical/risk ratings as shown below. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum technical requirements.

Ratings	Combined Technical/Risk Rating Definitions
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
UNACCEPTABLE	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The technical risk rating reflects the degree to which the proposed approach meets or does not meet the minimum technical requirements. The technical risk rating definitions in support of the above referenced table are as follows:

- a) Low - Low risk means the proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
- b) Moderate - Moderate risk means the proposal contains a significant weakness of combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
- c) High - High risk means the proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
- d) Unacceptable - Unacceptable risk means the proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

4.4 Evaluation of Factor 5 - Overall Approach for Projects under the MATOC. The SSEB will evaluate the narrative to assess the Offeror's overall understanding of the requirements of projects anticipated under the MATOC. The SSEB will evaluate the description of work intended to be self-performed by the prime contractor to assess the Offeror's understanding of the requirements of the contract for self-performance measures, and the Offeror's self-performance capabilities. The SSEB will evaluate the safety approach to assess the Offeror's understanding of the requirements of the MATOC for safe performance of work. The SSEB will determine the strengths, weaknesses and deficiencies, if any, in the approach presented, and then assign an overall combined technical/risk ratings as shown below. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum technical requirements.

Ratings	Combined Technical/Risk Rating Definitions
OUTSTANDING	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
GOOD	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
MARGINAL	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
UNACCEPTABLE	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The technical risk rating reflects the degree to which the proposed approach meets or does not meet the minimum technical requirements. The technical risk rating definitions in support of the above referenced table are as follows:

- a) Low - Low risk means the proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
- b) Moderate - Moderate risk means the proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
- c) High - High risk means the proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
- d) Unacceptable - Unacceptable risk means the proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

4.5 Additional definitions used in all factors.

4.5.1 Deficiency.

(a) A material failure of a proposal to meet a Government requirement or combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

(b) The evaluators will identify the RFP requirement, and describe why a deficiency or deficiencies exist in the proposal. All deficiencies discovered will be identified to the Offeror during discussions, if conducted, and in the debriefing. Failure by an Offeror to rectify deficiencies will preclude award action to that Offeror.

(c) The Contract requirements take precedence over deficiencies (or deviations) discovered after award.

(d) Deviation. Proposal implies or specifically offers something below specified criteria. The Offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The technical reviewers will identify any deviations.

4.5.2 Clarification. Means limited exchanges, between the Government and Offerors that may occur when award without discussions is contemplated. Offeror may be given the opportunity to clarify certain aspects of the proposals or to resolve minor or clerical errors. Clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that corrections of apparent clerical mistakes results in a revision. Clarifications do not require "discussions" or submission of another proposal.

4.5.3 Weakness.

(a) Means a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

(b) All significant weaknesses discovered will be identified to the Offeror during discussions, if conducted, and in the debriefing. Failure by an Offeror to rectify multiple significant weaknesses deemed essential will preclude award action to that Offeror.

4.5.4 Strength. Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increase the probability of successful performance of the contract. A "significant strength" appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

5.0 PHASE TWO - DISCUSSIONS. The Government intends to make award on the basis of initial Phase Two offers without holding discussions. However, the Government reserves the right to conduct discussions, and allow proposal revisions, if the Contracting Officer determines that discussions are in the Government's best interest. These discussions and any proposal revisions, however, will be limited to Phase Two information. Offerors are cautioned that discussions may not be conducted and offerors should not assume that they will have an opportunity to revise their Phase Two proposals after submission, and under no circumstances will the Government discuss or accept revisions of Phase One proposals.

5.1 If discussions for Phase Two are deemed necessary, the Contracting Officer will include only those firms determined to be the most highly rated; those whose proposals are reasonably susceptible to being made acceptable; that are not so deficient as to essentially require major revisions or a total re-write. Additionally, the Government may exclude an offer that is so unreasonably priced, in relation to other competitive offers, that there will be little or no chance of becoming competitive. In certain circumstances, the Government may limit offers in the competitive range to a number that will permit an efficient competition.

If discussions are held, Offerors are required to submit their responses to comments electronically. If discussions are held, detailed instructions on responses will be provided. Electronic submissions shall meet the submission deadline set forth by the SSA during discussions or indicated in the Amendment requesting the Final Proposal Revisions. The SSA/CO will notify all Offerors in the competitive range, in writing, how and when interim revisions and final proposals revisions are to be submitted.

5.2 Upon conclusion of discussions, those offerors still within the competitive range will be afforded an opportunity to revise their proposal and to submit their final proposal revisions for evaluation.

6.0 THE SELECTION PROCESS.

6.1 The Contracting Officer will perform the previously discussed Non-Price/Price Trade-Off Analysis considering non-price evaluation factors and price. The Contracting Officer, independently exercising prudent business judgement, will make the Source Selection Decision based on the Offerors whose proposals offer the best value to the Government. This may result in awards being made to higher rated, higher price Offerors where the decision is consistent with the solicitation's evaluation factors and the Source Selection Authority reasonably determines that the technical superiority of the higher price Offerors outweigh the price differences. This may also result in rejection of all offers and re-evaluation and/or cancellation of the solicitation.

7.0 BASIS OF AWARD.

7.1 MATOC Selection. It is the Government's intent to award MATOC IDIQs to those responsible Offerors whose proposals, conforming to the solicitation, are fair and reasonable, and have been determined to be the most advantageous to the Government, non-price, price, and other factors considered.

7.2 All evaluation factors other than price, when combined, are significantly more important than price. As differences in factor ratings and relative advantages and disadvantages become less distinct, difference in price may become the discriminating factor in determining the most advantageous proposals. Conversely, as differences in prices become less distinct, differences in ratings and relative advantages and disadvantages between proposals are determinative. A contract will not be awarded to an offeror with a deficiency as defined in FAR 15.001.

7.3 The Government reserves the right to accept other than the lowest priced offers. The Government also reserves the right to reject any and all offers. The basis of award will be conforming offers, the price or cost of which may or may not be the lowest.

7.4 Seed Project Selection. After the MATOC has been established, the Government will consider the award of the Seed Project. The Seed Project may be awarded subject to availability of funds. The Government will award a firm fixed-priced task order to one Offeror awarded a MATOC contract that has been determined to be the most advantageous to the Government through trade-off analysis, non-price, price, and other factors considered.

END OF SECTION

SECTION 00 12 00

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REPLACED BY AMENDMENT W9127824R0055-0003

Section 00 21 00 - Instructions**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		
52.204-16	Commercial and Government Entity Code Reporting.	Aug2020		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	Aug 2024		
52.215-1	Instructions to Offerors-Competitive Acquisition.	Nov 2021		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort.	Oct 2009		
52.216-27	Single or Multiple Awards.	Oct 1995		
52.222-5	Construction Wage Rate Requirements-Secondary Site of the Work.	May 2014		
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	May 2014		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Dec 2022		

FAR Clauses Incorporated by Full Text**52.216-1 Type of Contract. (Apr 1984)**

Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Delivery Indefinite Quantity type "D" contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. (Sep 1996)

Bid Guarantee (Sept 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.

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

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

(End of clause)

52.233-2 Service of Protest. (Sep 2006)

Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Procuring Contracting Officer, 100 Canal Street, Mobile, AL 36602.

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

(End of provision)

52.236-27 Site Visit (Construction).

(Feb 1995)

Site Visit (Construction) (Feb 1995)

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

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

A Contractor Site Visit has been scheduled for 0900 hrs (CST) on Wednesday, 5 November 2025. All interested contractors are invited and strongly encouraged to attend. The purpose of the site visit is to enhance your understanding of the contract requirements. Interested offerors should contact Joshua Brewer, with the Corps of Engineers' Mobile District Anniston Resident Office as soon as possible to obtain a badge request clearance form (email is preferred). All attendees must submit a badge request for clearance form to be able to obtain a badge on the day of the site visit. All badge request clearance forms must be submitted no later than 1500 hrs (CDT), Wednesday, 29 October 2025.

Contact Information:

Name: Joshua Brewer

Email: joshua.l.brewer@usace.army.mil

Phone: (256) 310-9534

Instructions to attend Pre-proposal Conference Contractor Site Visit:

Request for attendance received after the date shown above will not be accepted. The number of attendees is limited to eight from each firm. The initial meeting location will be at the DHS Guard House located at 61 Responder Drive Anniston, AL 36205. Participants shall arrive at the DHS guard house at least 30-45 minutes prior to the scheduled meeting time to obtain a badge prior to start of the site walk. Contractors will be required to register with Mr. Joshua Brewer for installation access and provide the following information on the required badge request form: (1) Full Name, (2) Date of Birth, (3) Social Security Number, and (4) Prime Contractor Name. Questions asked of government personnel at the conference and government personnel responses shall be nonbinding. Official responses will only be made to questions formally submitted to the Bidder's Inquiry portal in ProjNet at website

<http://www.projnet.org/projnet>.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/FAR>

<https://www.acquisition.gov/DFARS>

(End of provision)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any FAR/DFARS (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer.

(Dec 2022)

ONLY ONE OFFER (DEC 2022)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable ____ [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section 00 22 00 - Supplementary Instructions

FAR Clauses Incorporated by Full Text

52.217-5 Evaluation of Options.

(Jul 1990)

Evaluation of Options (July 1990)

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

(End of provision)

Section 00 45 00 - Representations and Certifications**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.236-28	Preparation of Proposals-Construction.	Oct 1997		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7016	Covered Defense Telecommunications Equipment or Services-Representation.	Dec 2019		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)**

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that-

(1) If [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

If [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-29 Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures. (Dec 2023)

Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures (Dec 2023)

(a) Definitions. As used **in** this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use **in** response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed **in** paragraph (e).

(e) Disclosures. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) Executive agency review of disclosures. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

52.219-1 Small Business Program Representations. (Feb 2024)

Small Business Program Representations (Feb 2024)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business (SDVOSE) concern means a small business concern-

(1)

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

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern-

(I) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.100 I, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (I)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$45,000,000.00.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that-

(i) it is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(i) of this provision.]* The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(4) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

(7) *SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it is, is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision].* The offeror represents as part of its offer that it is, is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(9) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(i) of this provision.]* The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status. --

(d) *Notice.* Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications.

(Oct 2024) Alternate A (Oct 2024)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(l) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(l) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[](vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision#	Title	Date	Change
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section 00 70 00 - Conditions of the Contract**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-2	Security Requirements. (Alternate II)	Mar 2021	Alternate II	Apr 1984
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (DEVIATION 2022-00001)	Jun 2020	Deviation 2022-00001	Oct 2021
52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-00001)	Jun 2020	Deviation 2022-00001	Oct 2021
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Deviation 2022-00001)	Jun 2020	Deviation 2022-00001	Oct 2021
52.215-23	Limitations on Pass-Through Charges. (Alternate I)	Jun 2020	Alternate I	Oct 2009
52.222-3	Convict Labor.	Jun 2003		
52.222-7	Withholding of Funds.	May 2014		
52.222-9	Apprentices and Trainees. (DEVIATION 2025-00003)	Jul 2005	Deviation 2025-00003	Mar2025
52.223-23	Sustainable Products and Services. (DEVIATION 2025-00004)	May 2024	Deviation 2025-00004	Mar2025
52.228-11	Pledges of Assets (DEVIATION 2020-00016)	Feb 2021	Deviation 2020-00016	Apr2020
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities.	Nov 2024		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-00003)	Jan 2025	Deviation 2025-00003	Mar2025
52.247-6	Financial Statement.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-00013 REVISION 1)	May 2024	Deviation 2024-00013	May 2024
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-00014)	Aug 2024	Deviation 2024-00014	Aug 2024
252.225-7973	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems###Representation. (DEVIATION 2024-00014)	Aug 2024	Deviation 2024-00014	Aug 2024

FAR Clauses Incorporated by Full Text

52.204-8	Annual Representations and Certifications. (DEVIATION 2025-00003 and 2025-00004)	(Jan 2025)	Deviation 2025-00004	(Mar 2025)
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Annual Representations and Certifications (MAR 2025)(DEVIATION 2025-00003 and 2025-00004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$45,000,000.00.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (I) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
 - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
 - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
 - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate 11 applies to solicitations that will result in a multiple-award contract with more than one NAI CS code assigned.
 - (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
 - (xiv) [Reserved]
 - (xv) [Reserved]
 - (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

(xix) [Reserved]

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

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

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Alternate III) (Nov 2021) Alternate III (Oct 1997)

Alternate III (Oct 1997). As prescribed in 15.408 (m), add the following paragraph (c) to the basic clause (if Alternate II is also used, redesignate the following paragraph as paragraph (d)):

(c) Submit the cost portion of the proposal via the following electronic media: <https://cac.piee.eb.mil>

52.217-7 Option for Increased Quantity-Separately Priced Line Item. (Mar 1989)

Option for increased Quantity-Separately Priced Line item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within see bid schedule notes per task order. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-1 Small Business Program Representations. (Alternate I) (Feb 2024) Alternate I (Feb 2024)

Alternate I (Feb 2024). As prescribed in 19.309 (a)(2) add the following paragraph (c)(IO) to the basic provision:

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

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

☐ individual/concern, other than one of the preceding.

52.219-14 Limitations on Subcontracting (DEVIATION 2021-00008) (Oct 2022) Deviation 2021-00008 (Feb 2023)

LIMITATIONS ON SUBCONTRACTING (FEB 2023) (DEVIATION 2021-00008)

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

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(l)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(l)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(l)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(l), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.228-15 Performance and Payment Bonds-Construction (Deviation 2020-00016) (Jun 2020) Deviation 2020-00016 (Apr 2020)

PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (APR 2020) (DEVIATION 2020-00016)

(a) Definitions. As used in this clause-

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

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be JOO percent of the original contract price.

(2) Payment bonds (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

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

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

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

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252 215 7010 **Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (May 2024)**

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-BASIC (MAY 2024)

(a) Definitions. As used in this provision-

"Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

"Non-Government sales" means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

"Relevant sales data" means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

"Sufficient non-Government sales" means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by Federal Acquisition Regulation (FAR) 15.404-l(b)(2)(ii)(B).

"Uncertified cost data" means the subset of "data other than certified cost or pricing data" (see FAR 2.101) that relates to cost.

(b) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in paragraphs (b)(1)(i) and (ii) of this provision. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted and whether the price is fair and reasonable.

(i) Exception for prices set by law or regulation - Identification of the law or regulation establishing the prices offered. If the prices are controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial product or commercial service exception. For a commercial product or commercial service exception, the Offeror shall submit, at a minimum, information that is adequate for determining commerciality and evaluating the reasonableness of the price for this acquisition, including prices at which the same product or service or similar products or services have been sold in the commercial market. Such information shall include-

(A) For products or services previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For subsystems of a major weapon system and components and spare parts of a major weapon system or subsystem of a major weapon system that have not previously been determined to be commercial-

(1) The comparable commercial product the Offeror sells to the general public or nongovernmental entities;

(2) A comparison between the physical characteristics and functionality of the comparable commercial product and the subsystem, component, or spare part, including-

(i) For products under paragraph (3)(i) of the "commercial product" definition at FAR 2.101, a description of the modification and documentation to support that the modification is customarily available in the marketplace; or

(ii) For products under paragraph (3)(ii) of the "commercial product" definition at FAR 2.101, a detailed description of the modification and detailed technical data to demonstrate that the modification is minor (e.g., information on production processes and material differences); and

(3) The national stock number (NSN) for the comparable commercial product, if one is assigned, and the NSN for the subsystem, component, or spare part, if one is assigned; or

(4) If the Offeror does not sell a comparable commercial product to the general public or nongovernmental entities for purposes other than government purposes, the Offeror shall-

(i) Notify the Contracting Officer in writing that it does not sell such a comparable product; and

(ii) Provide the Contracting Officer with a comparison of the physical characteristics and functionality of the most comparable commercial product in the commercial market.

(C) For items priced based on a catalog-

(1) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(D) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

(E) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item; or

(F) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

(c) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in any resultant contract, unless the Contracting Officer and the Offeror agree to a different format and change this provision to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as Jetter contracts), the Offeror shall

submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-l(c)(l)(ii).

(d) Requirements for data other than certified cost or pricing data.

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include the minimum information necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in Defense Federal Acquisition Regulation Supplement (DFARS) 215.402(a)(i), 215.404-l(b), and 234.7002(e).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) If the Offeror redacts data that identifies the customer (see DFARS 234.7002(e)(2)), then the Offeror shall include, for each sale, the following signed statement with the data submitted:

"By submission of this data, the Offeror [Offeror insert company name] certifies that the customer was [Offeror insert one or more of the following as applicable: a government customer; a commercial customer purchasing the same or similar product for governmental purposes (e.g., Federal, state, local, or foreign government); or a commercial customer purchasing the same or similar product for a commercial, mixed, or unknown purpose]."

(4) Within 10 days of a written request from the Contracting Officer for additional information to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3 or DFARS 234.7002(e), the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(5) Subcontract price evaluation.

(i) Offerors shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost data may be required from a prospective subcontractor in any case in which there are sufficient non-Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary-

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) Subcontracts. The Offeror shall insert the substance of this provision, including this paragraph (e), in subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of-

(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section 00 72 00 - General Conditions**FAR Clauses Incorporated by Reference**

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-2	Security Requirements.	Mar 2021		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	Oct 2016		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.210-1	Market Research.	Nov 2021		
52.211-13	Time Extensions.	Sep 2000		
52.211-18	Variation in Estimated Quantity.	Apr 1984		
52.215-2	Audit and Records-Negotiation.	Jun 2020		
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011		
52.215-15	Pension Adjustments and Asset Reversions.	Oct 2010		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Jul 2005		
52.215-19	Notification of Ownership Changes.	Oct 1997		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.	Nov 2021		
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		
52.219-13	Notice of Set-Aside of Orders.	Mar 2020		
52.219-33	Nonmanufacturer Rule.	Sep 2021		
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation.	May 2018		
52.222-6	Construction Wage Rate Requirements.	Aug 2018		
52.222-8	Payrolls and Basic Records.	Jul2021		
52.222-10	Compliance with Copeland Act Requirements.	Feb 1988		
52.222-11	Subcontracts (Labor Standards).	May 2014		
52.222-12	Contract Termination-Debarment.	May 2014		
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations.	May 2014		
52.222-14	Disputes Concerning Labor Standards.	Feb 1988		
52.222-15	Certification of Eligibility.	May 2014		
52.222-21	Prohibition of Segregated Facilities.	Apr 2015		
52.222-26	Equal Opportunity.	Sep 2016		
52.222-27	Affirmative Action Compliance Requirements for Construction.	Apr 2015		
52.222-35	Equal Opportunity for Veterans.	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020		
52.222-37	Employment Reports on Veterans.	Jun 2020		
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Dec 2010		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	Jan 2025		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts.	May 2024		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-19	Compliance with Environmental Management Systems.	May 2011		

52.223-21	Foams.	May 2024		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.227-1	Authorization and Consent.	Jun 2020		
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020		
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		
52.228-12	Prospective Subcontractor Requests for Bonds.	Dec 2022		
52.228-17	Individual Surety-Pledge of Assets (Bid Guarantee).	Feb 2021		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.230-2	Cost Accounting Standards.	Jun 2020		
52.230-6	Administration of Cost Accounting Standards.	Jun 2010		
52.232-17	Interest.	May 2014		
52.232-23	Assignment of Claims.	May 2014		
52.232-27	Prompt Payment for Construction Contracts.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-1	Disputes. (Alternate I)	May 2014	Alternate I	Dec 1991
52.233-3	Protest after Award.	Aug 1996		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.236-2	Differing Site Conditions.	Apr 1984		
52.236-3	Site Investigation and Conditions Affecting the Work.	Apr 1984		
52.236-5	Material and Workmanship.	Apr 1984		
52.236-6	Superintendence by the Contractor.	Apr 1984		
52.236-7	Permits and Responsibilities.	Nov 1991		
52.236-8	Other Contracts.	Apr 1984		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Apr 1984		
52.236-10	Operations and Storage Areas.	Apr 1984		
52.236-11	Use and Possession Prior to Completion.	Apr 1984		
52.236-12	Cleaning Up.	Apr 1984		
52.236-13	Accident Prevention.	Nov 1991		
52.236-15	Schedules for Construction Contracts.	Apr 1984		
52.236-17	Layout of Work.	Apr 1984		
52.236-21	Specifications and Drawings for Construction.	Feb 1997		
52.236-26	Preconstruction Conference.	Feb 1995		
52.242-13	Bankruptcy.	Jul 1995		
52.242-14	Suspension of Work.	Apr 1984		
52.243-4	Changes.	Jun 2007		
52.246-12	Inspection of Construction.	Aug 1996		
52.246-21	Warranty of Construction.	Mar 1994		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	Apr 2012	Alternate I	Sep 1996
52.249-10	Default (Fixed-Price Construction).	Apr 1984		
52.253-1	Computer Generated Forms.	Jan 1991		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.215-7002	Cost Estimating System Requirements.	Jan 2025		
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders.	Dec 2022		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.223-7008	Prohibition of Hexavalent Chromium.	Jan 2023		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		

252.225-7048	Export-Controlled items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.227-7022	Government Rights (Unlimited).	Mar 1979
252.227-7033	Rights in Shop Drawings.	Apr 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018
252.232-7010	Levies on Contract Payments.	Dec 2006
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991
252.236-7002	Obstruction of Navigable Waterways.	Dec 1991
252.236-7005	Airfield Safety Precautions.	Dec 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.	Jan 2023
252.242-7005	Contractor Business Systems.	Jan 2025
252.242-7006	Accounting System Administration.	Jan 2025
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Oct 2010
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

52.211-10 Commencement, Prosecution, and Completion of Work. (Apr 1984)

Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within per task order 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 per task order. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 Liquidated Damages-Construction. (Sep 2000)

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of per 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)

52.216-18 Ordering. (Aug 2020)

Ordering (Aug 2020)

(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 up to five years after contract award.

(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) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations.

(Oct 1995)

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, 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 \$49,000,000.00;

(2) Any order for a combination of items in excess of \$49,000,000.00; or

(3) A series of orders from the same ordering office within five years that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 seven (7) 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)

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 completion date of the final task order.

(End of clause)

52.216-32 Task-Order and Delivery-Order Ombudsman.

(Sep 2019)

Task-Order and Delivery-Order Ombudsman (Sept 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

USACE Deputy Director of Contracting ATTN: Richard L. Jenkins richard.1.jenkins@usace.army.mil 202-761-1000

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.219-8 Utilization of Small Business Concerns.

(Jan 2025)

Utilization of Small Business Concerns (Jan 2025)

(a) Definitions. As used in this contract-

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

(1)

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

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent of which is owned and controlled (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

(c)

(1) A joint venture qualifies as a small business concern if-

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protege is small under the size standard for the solicitation in a joint venture comprised of a mentor and protege with an approved mentor-protege agreement under a SBA mentor-protege program. (See 13 CFR 125.9(d).)"; and

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

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

(e)

(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if-

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

Postaward Small Business Program Rerepresentation (Jan 2025)

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

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its

other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

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

(1) The Contractor represents that it is, is not a small business concern under 236220 NAICS Code assigned to TBD contract number.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(l) of this clause.]* The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(l) of this clause.]* The Contractor represents that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture:_.] --

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture:_.] --

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(l) of this clause.]* The Contractor represents that it is, is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it is, is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture:_.] --

(9) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(l) of this clause.]* The Contractor represents that-

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[__ Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.225-11 Buy American-Construction Materials under Trade Agreements.

(Nov 2023)

Buy American-Construction Materials under Trade Agreements (Nov 2023)

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

Caribbean Basin country construction material means a construction material that-

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

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

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

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

- (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (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 46 U.S.C.40102(4), 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 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.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

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

Domestic construction material means-

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
 - (i) An unmanufactured construction material mined or produced in the United States; or
 - (ii) A construction material manufactured in the United States, if-
 - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.
 - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material.

The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

WTO GPA country construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None.

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

(i) The cost of domestic construction material would be unreasonable.

(A) For domestic construction material that is not a critical item or does not contain critical components.

(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(J) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.*

(I) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(J) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(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 statute.

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

(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)*
Item1			
Foreign construction material	—	—	—
Domestic construction material	—	—	—
Item1			
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)

52.228-14 Irrevocable Letter of Credit.

(Nov 2014)

Irrevocable Letter of Credit (Nov 2014)

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

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

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

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

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

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of-

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

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

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

(ii) For contracts not subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of-

(A) 90 days following final payment; or

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

(d)

(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the website <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

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

____ [<i>Issuing Financial Institution's Letterhead or Name and Address</i>]
Issue Date ____
Irrevocable Letter of Credit No. ____
Account party's name ____
Account party's address ____
For Solicitation No. <u>W9127824R0055</u> (<i>for reference only</i>)
To: United States Army Corp of Engineers
United States Army Corps of Engineers Mobile District-CT C/O: Jillian E. Saffle 100 Canal St. Mobile, AL 36602

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

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

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

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

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. _____. (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of _____ [State of confirming financial institution, if any, otherwise State of issuing financial institution].

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

Sincerely,

____ *[Issuing financial institution]*

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

<i>[Confirming Financial Institution's Letterhead or Name and Address]</i> _____	
(Date) _____	
Our Letter of Credit Advice Number _____	
Beneficiary: _____ <i>[U.S. Government agency]</i>	
Issuing Financial Institution: _____	
Issuing Financial Institution's LC No.: _____	

Gentlemen:

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

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

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

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

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

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

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of ____ [State of confirming financial institution].

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

Sincerely,

____ [Confirming financial institution]

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

Sight Draft

____ [City, State]

(Date) ____ [Name and address of financial institution]

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

____ [Beneficiary Agency] ____ [By]

(End of clause)

52.232-5 Payments under Fixed-Price Construction Contracts.

(May 2014)

Payments under Fixed-Price Construction Contracts (May 2014)

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

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

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

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

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

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

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

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

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

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

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

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

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

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

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

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

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

___ (Name)

___ (Title)

___ (Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C.3727 and 41 U.S.C.6305).

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

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

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

the Contractor receives the unearned amount; and

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

(End of clause)

52.236-4 Physical Data.

(Apr 1984)

Physical Data (Apr 1984)

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

Per task order.

(End of clause)

52.248-3 Value Engineering-Construction.

(Oct 2020)

Value Engineering-Construction (Oct 2020)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support

costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ___, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal

Acquisition Regulation.)

(End of clause)

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

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):

<https://www.acquisition.gov/FAR>.

<https://www.acquisition.gov/DFARS>

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

(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 FAR/DFARS (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. -

(End of clause)

DFARS Clauses Incorporated by Full Text

252.205-7000 Provision of Information to Cooperative Agreement Holders.

(Oct 2024)

PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)

(a) Definition. As used in this clause-

"Cooperative agreement holder" means a State or local government; a nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304(1)); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Under Secretary of Defense for Acquisition and Sustainment to furnish procurement technical assistance to business entities (as defined in 10 U.S.C. 4951).

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

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

(End of clause)

252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.

(May 2019)

SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of the threshold specified in Federal Acquisition Regulation 9.405-2(b) on the date of subcontract award with a firm, or a subsidiary of a firm, that is identified in the Exclusions section of the System for Award Management (SAM Exclusions) as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, in SAM Exclusions, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the

government of a country that is a state sponsor of terrorism. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in SAM Exclusions.

(End of clause)

252.236-7001 Contract Drawings and Specifications.

(Aug 2000)

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--

- Cl) 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 in this solicitation.

Title	File		Drawing No.
—	—		—

(End of clause)

UAI 5152.236-9011 DESIGN-BUILD CONSTRUCTION CONTRACTS (MAR 2019)

(a) Design-Build Contract Order of Precedence. The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the Solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(1) In the event of conflict or inconsistency between any portion of this contract, precedence shall be given in the following order:

i. Betterments: Any portions of the accepted proposal which both conform to and exceed the requirements of the Solicitation.

ii. The requirements of the Solicitation. (See also FAR 52.236-21, Specifications and Drawings for Construction)

iii. All other elements of the accepted proposal.

iv. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(b) Personnel, subcontractors, and outside associates or consultants. In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

(c) Responsibility of the Contractor for Design. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction

services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(1) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

(2) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

(3) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(4) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

(d) Contractor's Role during the Design Process. The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the design and construction quality control (QC) management programs with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation for eventual submission as Record Drawings.. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(e) Deviating from the Accepted Design. The Contractor must obtain the approval of the Designer of Record and the Government's concurrence, in the form of supplemental agreement to the contract, for any Contractor-proposed revision to the professionally

stamped-and-sealed and Government-reviewed final design that has been released for Construction before proceeding with the revision. The Government reserves the right to disapprove such a revision.

(1) The Government reserves the right to non-concur with any revision to the final design that has been released for construction, including those which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed design.

(2) Any Contractor-proposed revision to the design which deviates from the contract requirements (i.e., the Request for Proposal (RFP) and the accepted proposal), will require a bilateral modification (e.g. supplemental agreement) to the contract before any work commences.

(3) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(4) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

(f) Value Engineering after Award. In reference to Federal Acquisition Regulation (FAR) 52.248-3, Value Engineering - Construction, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(1) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(2) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements, which allow the offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted proposal a choice of design, technical approach, design solution, construction approach or other approach to

fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions

to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(3) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(g) Warranty of Design. The Contractor warrants that the design shall be performed in accordance with the contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph c of this clause, Responsibility of the Contractor for Design.

(1) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.

(2) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose or host nation law, as applicable to the place of construction performance.

(3) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

(h) Government Re-Use of Design. In conjunction with the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7022, Government Rights (Unlimited), the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and record drawing documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

(End of clause)

SECTION 01 00 01 - GENERAL CONTRACT REQUIREMENTS

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1. REQUESTS FOR INFORMATION (MAR 2013)

Any questions about this solicitation, including technical questions about plans and specifications, shall be submitted via the Bidder Inquiry Portal in ProjNet at <https://www.projnet.org>. To submit and review inquiry items, prospective vendors will need to use the Bidder Inquiry Key presented below and follow the instructions listed below the key for access. A prospective vendor who submits a comment /question will receive an acknowledgement of their comment/question via email, followed by an answer to the comment/question after it has been processed by our technical team. All timely questions and approved answers will be made available through ProjNet.

Questions shall be submitted no later than **17 NOVEMBER 2025 at 2:00 PM** Central Time to allow time for a response, and amendment to the solicitation if necessary. On this date and time, the portal will be closed.

For technical questions, no other means of communication, e-mail, fax, or telephone will be accepted. Oral exchanges between Offerors or Bidders and the Government prior to award of the contract will not be binding. In addition to information available to Offerors or Bidders on the Bidder Inquiry Portal, any information concerning this solicitation will be furnished to all Offerors or Bidders as an amendment to the solicitation if the information is necessary to the submittal of offers or bids.

The Solicitation Number is: **W9127824R0055- PHASE 2**

The Bidder Inquiry Key is: **EGMFGC-R3N5NR**

Specific Instructions for ProjNet Bid Inquiry Access:

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Click Continue. A page will then open saying that a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Click Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

Specific Instructions for Future ProjNet Bid Inquiry Access:

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Click Continue. A page will then open asking you to enter the answer to your Secret Question.
7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

Note: Questions/comments should be entered in the system one at a time. List of questions uploaded into ProjNet, regardless of the format, will not be answered.

Offerors or Bidders are requested to review the solicitation and amendments in their entirety, as well as to review the Bidder Inquiry Portal for previous questions and responses, prior to submission of a new inquiry on the Portal.

CAUTION: ANY INQUIRY SUBMITTED AND ANSWERED WITHIN THIS SYSTEM, WILL BE ACCESSIBLE TO VIEW BY ALL INTERESTED OFFERORS OR BIDDERS ON THIS SOLICITATION.

The call center for the ProjNet operates weekdays from 8 AM to 5 PM U.S. Central Time Zone. The telephone number is 1-800-428-HELP.

End of Paragraph

2. CONTRACT PRICES - BIDDING SCHEDULE

Payment for the various items listed in the Bidding Schedule shall constitute full compensation for furnishing all plant, labor, equipment, appliances, materials and bonds (performance and payment), and for performing all operations required to complete the work in conformity with the drawings and specifications. All costs for work not specifically mentioned in the Bidding Schedule shall be included in the contract prices for the items listed.

End of Paragraph

3. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

(a) This clause does not apply to terminations. See FAR Part 49.

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REPLACED BY AMENDMENT NO. W9127824R0055-0003

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

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(2)(d)(i) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

End of Paragraph

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

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.usace.army.mil/Safety-and-Occupational-Health/EM-385-1-1-2008-Being-Revised/>. The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

End of Paragraph

5. AFFILIATED BIDDERS

(a) Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party controls or has the power to control both.

(b) Each bidder shall submit with its bid an affidavit stating that it has no affiliates, or containing the following information.

(1) The names and addresses of all affiliates of the bidder.

(2) The names and addresses of all persons and concerns exercising control or ownership of the bidder and any or all of its affiliates, and whether they exercise such control or ownership as common officers, directors, stockholders, holding controlling interest, or otherwise.

Please check when applicable:

The offeror certifies that it has no affiliates.

___ The offeror certifies that it is affiliated with the concerns designated on an attached affidavit.

End of Paragraph

6. LABOR REPORTS

The Contractor shall promptly furnish and shall cause any subcontractors to furnish in like manner within seven (7) days after the regular payment date of each weekly payroll to the Contracting Officer, a copy of such payroll together with a statement of compliance with respect to the wages paid each of its employees (which shall not be deemed to apply to persons in classifications higher than laborers and mechanics and those who are the immediate supervisors of such employees) engaged on the work. The Contractor or any of his subcontractors fail to furnish copies of such payrolls, the Contracting Officer may disapprove all or part of any progress payment estimate for the period covered by such payrolls until they are received by him. The Contractor shall also prepare and furnish such labor reports as may be required by the Department of Labor.

End of Paragraph

7. PROTECTION OF MATERIAL AND WORK

The Contractor shall at all times protect and preserve all materials, supplies and equipment of every description (including property which may be Government-furnished or owned) and all work performed. All reasonable requests of the Contracting Officer to enclose or specially protect such property shall be complied with. If, as determined by the Contracting Officer, material, equipment, supplies, and work performed are not adequately protected by the Contractor such property may be protected by the Government and the cost thereof may be charged to the Contractor or deducted from any payments due him.

End of Paragraph

8. DESCRIPTION OF WORK

The purpose of this acquisition is to establish a highly responsive repair and construction contracting tool to support DHS projects within the Mobile District's AOR. The support to be provided is generally Design-Build (DB) Repair and New Construction, work, and may also include Design-Bid-Build (DBB) projects for repair and new construction. The specific portion of the mission addressed by this acquisition consists of full-service repair and construction of real property facilities and/or their systems and components. Task Orders for this acquisition generally will range from \$1,000,000.00 to \$15,000,000.00 with wide variance in complexity, however, this small business MATOC could be used for projects outside this range based on complexity, critical need, and/or availability of other contract vehicles. The prospective procurement will involve awarding a \$49,000,000.00 pool of Indefinite Delivery Indefinite Quantity (IDIQ) Small Business (SB) Multiple Award Task Order Contracts (MATOC) using two-phase construction.

NOTE: The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

End of Paragraph

9. MANUALS AND PUBLICATIONS

Engineering manuals and Concrete Research Division Publications may be obtained from the addresses given below.
Engineering Manuals:

U. S. Army, Corps of Engineers
Publications Depot
2803-52nd Avenue
Hyattsville, MD 20781-1102

Concrete Research Division Publications:
U.S. Army Engineer Waterways Experiment Station
ATTN: Publications Distribution Unit
P.O. Box 631
Vicksburg, MS 39180

End of Paragraph

10. BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all and legible copies of the aforementioned data shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

End of Paragraph

11. PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES

(a) If known historical, archeological and cultural resources exist within the Contractor's work area, they have been designated on the contract drawings. The Contractor shall install protection for these resources as shown on the drawings and shall be responsible for their preservation during the contract.

(b) If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

End of Paragraph

12. REQUIRED INSURANCE

The Contractor shall procure and maintain during the entire period of his performance under this contract, the following minimum insurance in accordance with the Contract Clause entitled "Insurance-Work on a Government Installation." Workmen's Compensation and Employers' liability Insurance:

Workmen's Compensation and Occupational Disease Coverage in accordance with statutory limits. Employers' Liability Coverage with a minimum limit of \$100,000.

Comprehensive Automobile Liability Insurance:

Bodily injury coverage with minimum limits of \$200,000 per person and \$500,000 per occurrence. Property Damage Coverage with a minimum limit of \$20,000 per occurrence.

Comprehensive General Liability Insurance:

Bodily injury coverage with minimum limits of \$500,000 per occurrence.

End of Paragraph

13. WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such a quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5 and attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

End of Paragraph

14. PROHIBITION AGAINST CONTRACTING WITH INDIVIDUALS OR ENTITIES DESIGNATED AS SIGNIFICANT NARCOTICS TRAFFICKERS

Pursuant to Executive Order 12978 entitled "Blocking Assets and Prohibiting Transactions with Significant Narcotic Traffickers" dated October 21, 1995, the offeror certifies that it has not and will not be involved in business transactions with individuals or business entities designated as significant narcotics traffickers under this Executive Order. For a current listing of specially designated nationals and blocked persons, contact the Office of Foreign Assets Control, Department of the Treasury, Washington, DC 22201; telephone 202/622-2420.

End of Paragraph

15. CONTRACTOR PAYMENT REQUEST

A copy of CESAM Form 1151 entitled Prompt Payment Certification and Supporting Data for Contractor Progress Payment Invoice is included hereinafter, with instructions, following the Wage Rates. This form will be used in conjunction with the contract clause entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. The contracting Officer will provide copies of the form to the Contractor upon request. The Contractor shall complete the form, sign the certification and submit it with each progress payment invoice.

End of Paragraph

16. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS

Any key in-house personnel, subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated key personnel, subcontractors, associates, or consultants.

End of Paragraph

17. U.S. ARMY CORPS OF ENGINEERS, PARTNERING WITH US

<https://www.usace.army.mil/Business-With-Us/Partnering/>

End of Paragraph

SECTION 01 00 04

OUTLINE OF THE TASK ORDER PROCESS OF A MATOC

1.0 Step 1. Project Identification and Prioritization

1.1 Projects will be identified and prioritized by Facilities Owners, and then a general description of the work will be provided to the Corps of Engineers' Project Manager. The project will be either fully designed and issued as a construction Task Order or project requirements will be developed to some level and issued as a Design-Build Task Order. Typical projects using this process will include new construction, technology infrastructure upgrades, correction of life safety deficiencies, and renovations and repair of facilities at military installations.

1.2 The scope of work for this solicitation and the resulting contracts may duplicate the scope of work under existing or future contracts. In that event, the Government reserves the right to choose among the contracts, or award a new contract to accomplish the Government's requirement.

1.3 It is anticipated that Task Orders may be awarded based on competition between the multiple Awardees (Contractors) in each region or location covered by this Solicitation.

1.4 The Contractors will be given a fair opportunity to compete for Task Orders, unless the Contracting Officer determines:

- a. An urgent need exists, and seeking competition would result in unacceptable delays,
- b. Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized,
- c. A sole source acquisition is in the interest of efficiency and economy as a logical follow-on to an order already completed, or
- d. To satisfy contract minimum award obligations.

1.5 When determining a Contractor's eligibility for award of Task Orders among all of the contracts available to the Government, the Contracting Officer will consider such criteria as: (a) The quality of performance of the contractor(s) under the current and/or past IDIQs; (b) Contractor's plan for accomplishment of the order and capability to successfully perform the plan; (c) Contractor's current capacity to accomplish the order in the required time; (d) Uniquely specialized experience for specialty type requirements; (e) Pricing history and proposed Task Order pricing; (f) Capability of proposed on-site management; and (g) other relevant factors.

2.0 Step 2. Notification of Proposed Task Order

2.1 As the need arises for performance under the terms of this contract, the Contracting Officer (CO) will notify the Contractor(s) of an existing

requirement. This notification can come before a Request for Proposal is issued (see Step 3), or at the time the Request for Proposal is issued.

2.2 Upon receipt of this notification, the Contractor(s) shall respond to the needs of the Government within two (2) working days by:

2.2.1 Visiting the proposed work site in the company of the Contracting Officer's Representative (COR), and/or other Government representatives.

2.2.2 Establishing oral contact with the COR to further define the scope of the requirement.

2.3 No separate payment will be made for such efforts to visit the site or to otherwise assist the Government in jointly identifying the scope of work for the proposed Task Order.

2.4 A site visit is considered essential to the preparation of a competitive and complete proposal, and to understanding the total results desired by the Government. Failure to visit the site, and/or discuss the project requirements with the COR, may not be used as an excuse for omissions or errors in the proposals, and may be taken into consideration in determining a Contractor's eligibility to participate in future Task Orders.

3.0 Step 3. Statement of Work and Request for Proposal

3.1 The Contracting Officer will provide the Statement of Work and a Request for Proposal ("RFP") to the Contractor(s).

3.2 The Contractor(s) will visit the project site with the COR and/or other Government representatives and may support project scope of work development by performing a site survey or a facility assessment. The Government and/or Contractor(s) will prepare or discuss a project budgetary estimate at this time to verify the estimate used in the customer's project approval document.

3.3 Statement of Work.

3.3.1 The Government may issue a Statement of Work which is less than full design, and will require the Contractor(s) to furnish professional design services to develop the scope of work to a level sufficient for the Contractor(s) to understand and be able to price the actual construction/repair/renovation work, and final design, when such is necessary.

3.3.2 Otherwise, the Government will furnish the Contractor(s) a Statement of Work in sufficient detail of design development to be able to accurately price the work, using normal estimating and take-off procedures. The Contractor(s) may have to visit the site and/or perform normal measurement surveys and calculations or standard extensions to Government furnished designs. No separate payment will be made for such efforts.

3.3.3 The original Statement of Work may be general (such as, "replace roofs", "construct a warehouse", etc.) or it may be a detailed scope of work with drawings, specifications and very specific criteria and/or tasks. The various levels of development of the Statement of Work may be:

3.3.3.1 The Statement of Work may be a fully developed project design with a detailed scope of work, similar to a conventional design-bid-build process.

3.3.3.2 The Statement of Work may be a partially completed design, developed to a level of detail that all parties understand the scope of work and can adequately price a Task Order and fully execute the construction/repair/renovation work.

3.3.3.3 Another alternative will be the situation where the Statement of Work is too general for all parties to fully understand and determine the scope of work requirements and/or price ("an undefinitized scope"). In this case, the Task Order will be canceled until such time as the Government can provide a biddable Statement of Work.

3.4 Request for Proposal. The Contracting Officer will request proposals from the Contractor(s) to execute the construction/repair/renovation work, or design-build services, for the project, and, if necessary, any further Statement of Work development effort required of the Contractor(s). The RFP will also include provisions for submittals, schedules and contractor quality control (including specific design-build clauses, where appropriate) and specific design-build provisions, such as "Design Requirements" and "Design After Award". The Request for Proposal will also include the Department of Labor wage decision(s) applicable to the project.

4.0 Step 4. Proposal Preparation and Negotiation

4.1 The Contractor(s) will submit proposal(s) for execution of the construction or design-build Task Order. No separate payment will be made for the cost to prepare, submit and/or negotiate a Task Order proposal. The proposal(s) will be evaluated and/or negotiated either as sole source actions, or as competitive actions if two or more Contractors are competing for a Task Order.

4.2 Contractor(s) shall respond to the RFP within the number of calendar days stated in the RFP. In the event a Contractor is unable to submit a proposal or offer in response to an RFP, the Contractor shall notify the Contracting Officer in writing.

4.3 Competitive Proposal Submissions and Evaluation

4.3.1 When an RFP is issued under the competitive process, the Government intends to select the proposal that is most advantageous and responsive to the Government's needs, price and other factors considered. The "other factors" to be considered include, but may not be limited to, preliminary design, other technical information, past performance on earlier Task Orders, including quality of work, timeliness, safety, or other factors that the Contracting Officer determines to be relevant to the Task Order. It is anticipated that most Task Orders will be evaluated on price alone.

4.3.2 For competitive proposals where other than price factors alone are to be used to determine the best proposal for the Task Order, each RFP will describe the criteria to be utilized in evaluating Task Order proposals. The determination of the successful Contractor for the Task Order will be as follows:

4.3.2.1 A simplified rating system will be employed by the Government to evaluate the technical or performance factors, and to rate each proposal. The results will be documented by the Contracting Officer.

4.3.2.2 Price will normally be weighted more heavily than the other factors, however, there may be instances where the technical rating becomes equal to, or more important than, price.

4.3.2.3 The RFP will describe the manner in which the proposed prices are to be submitted. This will normally be lump sum and/or unit prices for Bid Items designated in the RFP. Under the competitive proposal conditions, the prices for the CLINs, as proposed in the original Solicitation CLIN Schedule, shall serve as the basis for all future Task Orders and modifications thereto, relative to establishing prices for the field overhead, design, and markups, as applicable to the work involved in the requirement. The Contractor's costs/prices for the CLINs may be equal to or less than, but shall not exceed, the costs/prices proposed in the Contract CLIN Schedule for all contract actions executed under the auspices of these MATOC/IDIQ Contracts. Prices not covered by an applicable CLIN shall be based on the Contractor's costs in accordance with the Federal Acquisition Regulations, part 31 COST PRINCIPLES AND PROCEDURES. The Government reserves the right to obtain breakdowns of the proposals, in the event discussion of prices are required in order to resolve differences between the proposals and the Government's estimate. Such price discussions, normally, will be conducted with all Contractors that are competing on the same Task Order. However, a Contractor may be excluded from discussions, in the interest of efficiency and timeliness of the award of a Task Order, if their price is so unreasonable that it will have little or no chance of becoming competitive. The Government reserves the right to make an award on the initial proposal without further discussions.

4.4 Sole Source Proposal Submission and Negotiation

4.4.1 When a sole source action is justified, a detailed proposal is to be submitted in response to the Task Order RFP. The proposal will be prepared as follows:

(a) The Contractor shall prepare their Task Order proposal in the same format described for modifications under the Contract Clause, Modification Proposals-Price Breakdown. The prices for the CLINs, as provided in the original Solicitation CLIN Schedule, shall serve as the basis for establishing prices for the field overhead, design, and mark-ups, as applicable to the work involved in the requirement. The Contractor's costs for the CLINs may be equal to or less than, but shall not exceed, the costs shown in the contract CLIN schedule. Prices not covered by an applicable CLIN shall be based on the Contractor's costs in accordance with the Federal Acquisition Regulations, Part 31, COST PRINCIPLES AND PROCEDURES. Labor rates used by the Prime contractor and subcontractors shall not be less than the minimum wage rates determined by the Department of Labor. The latest wage decision(s) issued by the Department of Labor will be included in the Task Order RFP.

(b) Prices for Construction Equipment owned by the Contractor or his Subcontractors shall be based on the Corps of Engineers' "EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE", in accordance with the Special Contract Requirements.

(c) The Contractor shall provide copies of their proposed subcontractors' proposals as part of their proposal for a Task Order. Except as provided below, each subcontractor shall prepare its proposal in the same detail and format as required from the Contractor in Paragraph (a), above. Subcontractors shall identify costs for direct labor tradesmen and site overhead costs within their proposals to the Contractor, using the applicable CLIN description. Subcontractor cost for the CLIN's may be equal to or less than, but shall not exceed, those cost shown in the contract CLIN schedule.

(d) Subcontractors shall separately identify all markups for general and administrative expense and profit in their proposal to the Contractor. The Government will not pay for subcontractor bonds, because the prime contractor's profit rate is included in a fixed CLIN, and assumes that risk. Normally, the Government would negotiate a lower profit rate to offset the reduced risk to the Prime contractor for required subcontractor bonds. Therefore, the Contractor should consider this when establishing his profit rate.

(e) Except for professional design services, the Contractor may provide copies of competitive quotes from subcontractors, in lieu of providing a detailed subcontractor proposal with separately identified labor, material, equipment costs and markups. Adequate competition may normally be assumed when there are at least three independent quotes. The COR may allow two quotes, upon request of the Contractor, prior to submission of the Task Order proposal in extenuating circumstances. Subcontractors shall provide quotes in reasonable enough detail for the Government and the Contractor to be able to accurately confirm the scope of services and materials included in the quote. The Government reserves the right to require a detailed breakdown of a proposed subcontract proposal or quote, if necessary to determine its reasonableness.

(f) If professional design services are included in a Task Order (i.e., in case of design-build or preparation of a work plan), all CLIN unit prices per "manhour" shall include all costs to the Contractor per manhour, such as direct salary costs, all insurance, taxes, workmen's compensation and other benefit costs, all A/E firm overheads, profits and other costs per manhour of professional services. No additional costs/markups from an A/E firm to the Contractor per manhour on any CLIN will be allowed.

(g) The Contractor must propose and clearly identify all non-prepriced costs to be included in an individual requirement.

(h) The Contractor must support its proposal by necessary documentation to indicate that adequate planning to accomplish the requirement has been done. The proposal must have adequate detail for the COR to analyze to determine fairness and reasonableness in accordance with FAR Subpart 15.4, CONTRACT PRICING.

(i) Time for submittal of the Contractor's proposal will be as agreed upon between the Government and the Contractor.

(j) In accordance with FAR Subpart 15.4, the Contractor's proposal for any Task Order exceeding \$550,000 is subject to the requirements of the Truth in Negotiations Act ("TINA"). The Contractor shall submit "Cost or Pricing Data" to support all non-prepriced items in the proposal, unless a waiver

under the above cited FAR provisions applies. The Government may audit a proposal subject to TINA.

4.4.2 Upon receipt of the Contractor's proposal, the Government will review the proposal for completeness and analyze any non-prepriced prices for fairness and reasonableness. The parties will negotiate all non-prepriced items, quantities for prepriced items and performance times.

5.0 Step 5. Award of Task Order

5.1 Upon conclusion of evaluations and/or negotiations, the Contracting Officer will issue a Firm, Fixed-Priced Task Order, using a DD Form 1155. Each Task Order will include, as a minimum, the following information:

- (a) The Task Order date.
- (b) Contract and Task Order numbers.
- (c) The Task Order Contractor's evaluated or negotiated proposal and amount(s).
- (d) Task Order price and performance date.
- (e) Accounting and appropriation data.
- (f) Liquidated Damages rates, if any.
- (g) Any other pertinent data.

5.2 The Government reserves the right from time to time to execute changes in delivery dates of on-going Task Orders to accommodate higher priority work.

5.3 PERFORMANCE BONDING OR GUARANTEE COVERAGE. Initial and on-going bond or guarantee requirements must be sufficient to cover the initial minimum and the total amount of uncompleted Task Orders issued. Additional bond or guarantee shall be added during contract performance, should the value of undelivered work outstanding on the contract exceed the current performance bond levels. The Task Order Contractor will be notified of the required level of coverage prior to award of a Task Order, and shall provide the required protection within 5 days of award of the Task Order. Notice to Proceed will not be issued for a Task Order until the Task Order Contractor provides sufficient bonds or guarantees to cover the work being performed.

5.4 In accordance with FAR 16.505(a)(7), no protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order contract, except for a protest on the grounds that the order increases the scope, period or maximum value of the contract.

5.5 Ombudsman. If a Contractor believes they are not being fairly considered for a particular Task Order, they may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the U.S. Army Corps of Engineers Ombudsman, who is the Principal Assistant Responsible for Contracting (PARC), at the following address: Headquarters, U.S. Army Corps of Engineers, Attention:

CEPR-P (USACE Ombudsman), 441 G Street, N.W., Washington, DC 20314-1000. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor is afforded a fair opportunity to be considered for the Task Order.

6.0 Step 6. Repair, Construction or Design-Build

6.1 After the Task Order Contractor develops quality control (QC) and safety plans, and the parties conduct a pre-work conference at the site, the Government will issue the Task Order Contractor a "Notice to Proceed" with the Task Order to perform the construction/repair/renovation, or design-build project.

6.2 The Task Order Contractor will then proceed with the work in accordance with the approved work plan, when applicable, the Statement of Work, or definitized design. The COR will provide the on-site contract administration and quality assurance of the Task Order Contractor. The COR will approve the work and certify the Task Order Contractor's payment invoices.

6.3. Contract Modifications. Modifications to Task Orders will be priced on the basis of fair and reasonable costs to the Government. Where Task Orders were issued on a Sole Source basis, the modifications to these Task Orders may utilize, as a basis, prices equal to or less than (but shall not exceed) the applicable CLIN prices reflected in the contract CLIN schedule; with prices not covered by CLINs being in accordance with the Federal Acquisition Regulations, Part 31, COST PRINCIPLES AND PROCEDURES. The proposed prices will be subject to negotiations where the COR determines that the proposed prices are not fair and reasonable for the work involved. For Task Orders issued on a competitive basis, where the use of the CLINs were not required, pricing of modifications will be in accordance with the Federal Acquisition Regulations, Part 31, "COST PRINCIPLES AND PROCEDURES."

7.0 Step 7. Turnover and Closeout

7.1 The final step will be the acceptance of the project by the Government, turnover to the Installation and closeout of the project Task Order. Deliverables to the customer may include O&M documentation and manuals, O&M training, warranty information and as-built drawings.

7.2 In accordance with FAR 36.201, the Contractor's or Contractors' performance will be evaluated upon completion of each Task Order of \$500,000 or more; at the end of the Base Contract period; and at the end of each Option Period. As an alternative, the Contractors' performance may be evaluated upon completion of work on several small Task Orders with a combined total dollar value of \$500,000 or more. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interests of the Government. The individual Task Order evaluations will be prepared by the COR, with Contracting Officer approvals required for any ratings of Marginal and Unsatisfactory (Interim and Final) and Outstanding (Final). The Base Year and Option Year evaluations will be prepared and approved by the Contracting Officer.

-- END OF SECTION --

Superseded General Decision Number: AL20240084

State: Alabama

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Calhoun County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025
2	07/11/2025

ASBE0078-001 10/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.10	16.40

BOIL0108-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 34.21	23.92

* ENGI0312-001 09/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 32.57	14.05
Forklift.....	\$ 32.57	14.05

IRON0092-003 09/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.75	14.03

IRON0092-007 09/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 33.75	14.03

* SUAL2015-012 08/02/2017

	Rates	Fringes
BRICKLAYER.....	\$ 22.00	0.00
CARPENTER.....	\$ 15.72 **	1.85
CEMENT MASON/CONCRETE FINISHER...	\$ 18.91	4.39
ELECTRICIAN.....	\$ 17.72 **	2.31
LABORER: Common or General.....	\$ 12.93 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.22 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.23 **	0.00
LABORER: Pipelayer.....	\$ 15.59 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.48	11.20
OPERATOR: Bulldozer.....	\$ 19.96	0.40
OPERATOR: Grader/Blade.....	\$ 17.52 **	0.89

OPERATOR: Loader.....	\$ 14.69 **	0.00
OPERATOR: Roller.....	\$ 14.00 **	1.78
PAINTER (Brush and Roller).....	\$ 15.31 **	1.41
PAINTER: Spray.....	\$ 14.31 **	0.00
PIPEFITTER.....	\$ 20.78	5.04
PLUMBER.....	\$ 18.97	0.36
ROOFER.....	\$ 13.66 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 23.25	4.17
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.60 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION 01 10 12

DESIGN AFTER AWARD

**Department of Homeland Security, Center for Domestic Preparedness
Anniston, AL**

PART 1 GENERAL

AMENDMENT 0003

1.1 DESIGN RESPONSIBILITY

- a. ***This task order is limited to shop drawing type design only.*** The Contractor shall furnish and be responsible for a set of Shop Drawing Design documents as referenced in the requirements of Section 01 11 00 Summary of Work and as called for hereinafter. Shop drawing design will be required for coordination & documentation of areas to be abated.
- b. All correspondence/coordination shall be coordinated through the USACE to DHS.
- c. It is the contractor's and/or the design professional's responsibility to design the project in compliance with the most current applicable requirements of federal and state laws, codes, rules, regulations, ordinances, and standards.
- d. Design documents shall contain a level of quality and detail that is consistent with the current industry standard.

AMENDMENT 0003

1.2 DESIGN PLAN DOCUMENTS

1.2.1 A 100% Shop Drawing Design Package submitted for USACE/CDP review shall include the following:

- a. Complete set of Plans, with no known incomplete items.
- b. Ensure that all details, sections, etc., necessary for the final documents have been added to the drawings and are complete and thoroughly cross-referenced.
- c. Floor plans showing demolition work in sufficient detail to indicate all existing building materials and finish conditions required for renovation and modification projects. Drawings shall be of sufficient detail to indicate "existing to remain," "existing to be removed," as well as all new work and materials.
- d. Floor plans indicating new work shall include a finish schedule of the rooms requiring renovation. Room numbers shall be indicated on plans.
- e. Completed Door Schedule of all rooms requiring door slab replacement.

SECTION 01 10 12

f. Plans indicating the intended Construction Phasing Plan.

1.2.2 Following review of the 100% Shop Drawing Design Package and resolution of any comments resulting from the review, the contractor shall submit a 100% (IFC) Issued for Construction set of plans to be used by all parties for the execution of this contract.

1.3 ADDITIONAL DESIGN REQUIREMENTS

1.3.1 The Cover Page for all plan sets shall include the name and address of the AE and the prime contractor.

1.3.2 Ensure that all Plan Sets are assembled in a neat and professional manner. All Title Blocks shall be completely filled out and words shall not be misspelled. Also Drawing set's shall be clearly marked "Not for Construction" or "Approved for Construction". The plan set will be rejected if it is not stamped properly. Plan sets shall be neatly bound.

1.3.3 Fire Protection. The contractor shall ensure any changes and/or modifications made under this project will not interfere with fire protection systems of the applicable buildings. All design and/or work must be made within NFPA guidelines, ensuring fire protection of the applicable buildings.

1.4 DESIGN APPROVAL

1.4.1 All design documents shall be submitted on a 4025 to the USACE. All designs will be reviewed and approved by the USACE.

1.4.2 Contractor shall anticipate a turnaround of 14 calendar days for all design review comments by the USACE and CDP.

1.4.3 For Design Submittals the contractor shall furnish the number of copies of the submittals listed below with a cover letter identifying the submittal and appropriate review period to each of the following addresses:

A. U.S. Army Corps of Engineers, Mobile District
Anniston Resident Office
ATTN: Walter "Jay" Wyatt
35 Industrial Parkway
Anniston, AL 36201
Phone: 256-231-8336
Email: walter.wyatt@usace.army.mil

B. U.S. Department of Homeland Security
ATTN: David Cole
35 Industrial Parkway
Anniston, AL 36201
Email: david.cole4@fema.dhs.gov

*Note: Submittals for DHS shall be delivered to USACE

1.4.4 Design Submittals/mailling Distribution:

- A. - Design Review Packages: 1 Half Size Drawing set and 1 CD of electronic files.
 - i. -Final Design and As-Builts: 2 Half Size drawing, 1 CD.
- B. - Design Review Packages: 2 Half Size Drawing sets and 1 CD of electronic files.
 - i. -Final Design and As-Builts: 1 Half Size Drawing set, 1 Full size drawing set, 1 Binder of specifications/design analysis, and 1 CD of electronic files.

SECTION 01 11 00

SUMMARY OF WORK
02/24

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

The contractor shall furnish all labor, management, cost estimating, scheduling, equipment, tools, materials, shop drawings, product data submittals, supervision and other items and services necessary, except those specified as "Government Furnished" to complete the required project in accordance with this document, specifications, drawings and applicable codes and industry standards. The contractor will estimate and propose all project scope and any options, if applicable, separately.

1.1.1 Project Description

This project will provide abatement of known Asbestos Containing Materials(ACM) on the DHS Center for Domestic Preparedness(CDP) Campus. Shop drawing design will be required for coordination & documentation of areas to be abated. The specific items to be abated are listed in the summary of work.

1.1.2 Summary of Work

The contractor shall provide shop drawing design and ACM (Asbestos Containing Material) abatement as well as material replacement for this contract. The ACM abatement of this contract will require ACM stair tread/floor tile/mastic abatement and stair tread/flooring/base molding replacement in multiple rooms of the Noble Training Facility (NTF) as shown in Appendix A of this RFP. Stair treads of each stairwell shall be demolished and replaced. Fire Rated door slabs containing ACM at the NTF shall also be replaced as indicated in Appendix B.

AMENDMENT 0003

1.1.2.1 NTF ACM FLOOR TILE/MASTIC ABATEMENT & FLOORING REPLACEMENT

Previous ACM surveys have indicated the presence of ACM in the VCT floor tiles and mastic of multiple rooms at the NTF. The contractor shall provide abatement of ACM stair treads/floor tile/mastic as well as stair tread/flooring/base molding replacement for all of the rooms indicated in Appendix A of this RFP.

~~The approximate total square footage on each floor requiring abatement/replacement is listed below:~~

~~Basement - 9,800 square ft.
1st Floor - 43,400 square ft.
2nd Floor - 28,500 square ft.
3rd Floor - 8,400 square ft.~~

~~CAD files of the current existing floor planplans of the NTF are available upon request, provided in Appendix E for take-offs of required quantities. If any discrepancies are found between the Appendix E CAD file dimensions~~

and the actual conditions, the Contracting Officer's Representative (COR) shall be notified immediately. A modification will be considered after COR verification of any major discrepancies of dimensions.

The flooring abatement/replacement shall meet the following requirements:

- a. The flooring abatement/replacement of the NTF will require phasing due to the occupation of the facility. The intent is for each phase to have 2 stages, the 1st for abatement and the 2nd for flooring replacement. The contractor shall submit for approval a phasing plan with a diagram and schedule of areas to be impacted for DHS training coordination. The phasing plan must be approved a minimum of one month prior to start of work to allow DHS advance notice for training personnel. Coordination with DHS maintenance through the COR will be required for HVAC shutdown as needed for containment zones in each area. A diagram of the HVAC zones of the NTF has been provided in Appendix C for reference. A separate phase is not required for each HVAC zone. There shall be a minimum of 1 phase for the basement floor; 4-5 phases for the first floor; 2 phases for the 2nd floor; and 1 phase for the 3rd floor.
- b. The government has in its possession approximately 12,500 sq. ft. of new VCT floor tiles that shall be installed by the contractor for flooring replacement as part of this project.
- c. Final Inspections shall be conducted with USACE and DHS for each phase prior to phase turnover. Any punchlist items shall be corrected prior to phase turnover.
- d. Negative air exhaust during ACM abatement shall be routed outdoors. Doors may be used if egress of employees is not impacted. The contractor shall anticipate removing window glazing sections in each phase area to provide routing of exhaust air to the outdoors from ACM abatement enclosures.
- e. Elevator access in ACM work zones shall be coordinated with USACE/DHS in conjunction with the contractors phasing plan. The Government would prefer to dedicate one elevator cab for contractor use and one cab for DHS personnel use, if possible, for accessing work areas. Coordination with DHS maintenance will be required for shut down of elevators when elevator flooring is being abated/replaced or in the event the elevators need to be locked out. The contractor's phasing/abatement plan should prioritize minimizing any elevator down time.

1.1.2.1.1 FLOORING ACM ABATEMENT - 1st STAGE

- a. The contractor shall provide demolition & abatement of VCT floor tile, stair treads, mastic, & base molding for all rooms indicated in Appendix A in accordance with specification section 02 82 00 of this RFP. Rooms noted to have new carpet installed in Appendix A, will have carpet covering the existing VCT that will require demolition prior to abatement of the VCT tiles underneath.
- b. The contractor will be required to remove and re-install the furniture in each room prior to phase area turnover and after completion of flooring abatement/replacement in each phase area. Furniture will be stored inside of the existing building. Swing spaces for furniture storage within the building shall be coordinated with

the government prior to phase area turnover. The location of furniture storage spaces will be largely dependent on the contractors phasing plan. Furniture may have to be stored on separate floors if very large phase areas are utilized and no room is available in the direct vicinity of the work area. The government will be responsible for removing all personal items to include computers, monitors, television's, files, and any other personal items prior to turnover of each phase. The Government will also be responsible for removing all tools, medical supplies, and training props/fixtures prior to turnover of each phase.

c. The government will establish a swing space for DHS employees that is to be used during phase contractor occupation.

1.1.2.1.2 FLOORING REPLACEMENT - 2nd STAGE

a. The contractor shall install new carpeting and base molding in all areas as indicated in Appendix A. Any required transition strips shall be included. The user shall select color and pattern of carpet tiles. The contractor shall submit for approval detailed shop drawings indicating the areas of repair with all installation details listed. Installation shall be completed in accordance with the requirements of the contract specifications 09 68 00 of this RFP. Pre-formed corners shall be provided for all base molding. All base molding shall be replaced with new 6" base molding. A single carpet style shall be used for all carpet replacement.

The approximate area requiring new carpet installation ~~is listed below:~~
shall be calculated from take-off's of the CAD files of the current existing floor plans provided in Appendix E.

~~NTE - 1st Floor Carpet areas - 9,000 sq. feet~~

~~NTE - 3rd Floor Carpet areas - 8,300 sq. feet~~

If any discrepancies are found between the Appendix E CAD file dimensions and the actual conditions, the Contracting Officer's Representative (COR) shall be notified immediately. A modification will be considered after COR verification of any major discrepancies of dimensions.

b. The contractor shall replace VCT flooring, stair treads, & base molding of all areas identified in Appendix A. Any required transition strips shall be included. New stair treads, risers, and stringers shall be provided in each stairwell. The user shall select color and pattern of all materials. The contractor shall submit for approval detailed shop drawings indicating the areas of repair with all installation details listed. Installation shall be completed in accordance with the requirements of the contract specifications 09 05 61 & 09 65 00. Pre-formed corners shall be provided for all base molding. All base molding shall be replaced with new 6" base molding.

c. VCT tile colors and type shall be matched to existing by the contractor and submitted for approval by the COR/COE prior to purchase and installation.

d. The Corridors of the 1960 original section of the facility have existing tile base molding that shall remain in place and will not require replacement

e. Room 1030A (Vending) has a partial quarry tile floor on grout bed

that will require demolition and floor leveling repair prior to installation of new VCT.

f. The contractor will be responsible for performing the initial polishing/waxing of the new VCT floors. Polishing/waxing shall be done as soon as possible after the new installations to prevent damage to the new tiles. This must be completed prior to furniture moving & phase turnover. See specification 09 65 00.

g. The contractor will be required to provide an additional 10% Attic Stock of the VCT tiles and carpet tiles selected at the completion of the project. The contractor shall also be required to provide 3% attic stock of the selected base molding & stair treads.

h. Any wood type base molding/millwork shall remain in place. If the contractor deems that it must be removed for abatement of flooring, it shall be re-installed (and repaired to original condition) or replaced in kind.

i. Existing floor control joint covers shall be replaced in kind. The user shall select finish color of new metal covers.

j. Room 1057 currently has mock ambulance fixtures set up for training purposes. The contractor shall be responsible for removing and re-installing these mock ambulance fixtures and the supporting infrastructure. Mock ambulance assemblies shall be stored in the designated furniture storage spaces. ACM floor tiles and mastic underneath the mock ambulance assemblies shall be abated and replaced.

k. Room 1218 currently has a sound booth set up for training purposes. The contractor shall be responsible for removing and re-installing the sound booth and supporting infrastructure.

l. Rooms 303, 306, 310, 311, and 312 currently have metal elevated flooring systems installed over ACM tile and mastic. The contractor shall remove the existing elevated flooring systems along with associated wiring and conduit. The ACM floor tiles and mastic underneath shall be abated. The contractor shall re-install the elevated flooring systems onto the existing concrete deck and install new carpet on top of the elevated flooring systems.

1.1.2.2 NTF ACM FIRE DOOR ABATEMENT/REPLACEMENT

Previous ACM surveys have indicated the presence of ACM in multiple fire doors at the NTF. The contractor shall replace all door slabs indicated in the schedule of Appendix B of this RFP. Door Slabs shall be in accordance with specification section 08 14 00 of this RFP. As-Built Original Drawings have been provided for reference in Appendix D. Replacement of door slabs shall meet the following requirements:

a. Replacement door slabs shall match the existing door finish as closely as possible.

b. Replacement door slabs shall meet the required minimum fire rating requirements of the existing door. Any glazing of the existing doors shall be replaced in kind. Glazing sizing shall be field verified prior to procurement.

c. Replacement door slabs shall be modified to fit the existing frames if fitment issues arise. Modifications shall be in accordance with manufacturers recommendations. The contractor will be responsible for field measuring each door prior to purchasing to verify fitment and size.

d. Existing door hardware and signage shall be re-used to the maximum extent possible, with the exception of hinges and kick plates. New hinges shall be provided for all doors. Doors that have existing kick plates shall be replaced. Existing door nameplates shall be re-installed if required. Any door hardware that is found to be damaged shall be identified to the Contracting Officers Representative(COR) immediately. Pre-damaged hardware will require COR verification and at this point a contract modification shall be considered to remedy the issue.

e. Touch up painting of door frames shall be required if the door frames are damaged by the contractor during installation of new doors.

f. The contractor shall be responsible for verification of the size and fitment of all replacement doors prior to procurement and installation of doors. Any discrepancies found prior to procurement/installation between the Appendix D listed door sizes and actual conditions shall be notified to the Contracting Officer's Representative (COR). A modification will be considered after COR verification of any major discrepancies of dimensions. If the contractor fails to verify the size and fitment of the door prior to purchase and installation, the Government will not be held responsible for replacement costs.

AMENDMENT 0003

1.1.3 Location

The work is located at the Department of Homeland Security (DHS) Center for Domestic Preparedness (CDP) Campus in Anniston, Alabama., approximately as indicated. The exact location will be shown by the Contracting Officer.

1.2 OCCUPANCY OF PREMISES

Building(s) will be occupied during performance of work under this Contract. Occupancy notifications will be posted in a prominent location in the work area.

Before work is started, arrange with the Contracting Officer a sequence of procedure, means of access, space for storage of materials and equipment, and use of approaches, corridors, and stairways.

1.3 EXISTING WORK

Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.

Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work must be in a condition equal to or better than that which existed

before new work started.

1.4 GOVERNMENT-FURNISHED MATERIAL AND EQUIPMENT

The Government will furnish the following materials and equipment for installation by the Contractor:

DESIGNATION NO.	DESCRIPTION	QUANTITY
1	Armstrong VCT Floor Tile	12,500 sq. ft.

Quantities indicated for the above-listed items marked with an asterisk are estimates. It is the intention of the Government to furnish all quantities of the asterisk items required to complete the work as specified, and the various quantities will be adjusted when necessary. Quantities stated for the above items not marked with an asterisk are all that will be furnished by the Government. Provide any additional quantities that are required.

1.4.1 Delivery Schedule

Notify the Contracting Officer in writing at least 7 calendar days in advance of the date on which the materials and equipment are required. Pick up materials and equipment no later than 30 calendar days after such date.

1.4.2 Delivery Location

The materials and equipment are located at DHS Bldg. 40 are located within 1 miles of the jobsite.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 02 82 00

ASBESTOS REMEDIATION
11/18, CHG 1: 11/19

PART 1 GENERAL

1.1 Introduction

For the purposes of this project, it is required that all asbestos containing materials removal be coordinated by the contractor(s) performing the work. Due to the proposed scope of work including large scale and broad surface removal efforts that may impact the majority of the building, it is recommended that these processes be coordinated so that they may be conducted in a controlled environment that is appropriate for regulated material component removal. These activities are likely to include removal and disposal of broad surface component removal, such as flooring tile/mastic and door replacements. These operations are regulated by OSHA and may be found in 29 CFR 1962.62.

1.2 REFERENCES

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

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ASSP Z9.2 (2018) Fundamentals Governing the Design and Operation of Local Exhaust Ventilation Systems

ASTM INTERNATIONAL (ASTM)

ASTM C732 (2017; R 2022) Standard Test Method for Aging Effects of Artificial Weathering on Latex Sealants

ASTM D522/D522M (2017) Mandrel Bend Test of Attached Organic Coatings

ASTM D2794 (1993; R 2019) Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)

ASTM D4397 (2016) Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications

ASTM E84 (2023) Standard Test Method for Surface Burning Characteristics of Building Materials

ASTM E96/E96M (2024) Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials

ASTM E119 (2024) Standard Test Methods for Fire Tests of Building Construction and Materials

ASTM E736/E736M (2019) Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members

ASTM E1368 (2014) Visual Inspection of Asbestos Abatement Projects

COMPRESSED GAS ASSOCIATION (CGA)

CGA G-7 (2014) Compressed Air for Human Respiration; 6th Edition

INTERNATIONAL SAFETY EQUIPMENT ASSOCIATION (ISEA)

ANSI/ISEA Z87.1 (2020) Occupational and Educational Personal Eye and Face Protection Devices

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 701 (2023; ERTA 1 2023) Standard Methods of Fire Tests for Flame Propagation of Textiles and Films

NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)

NIOSH NMAM (2016; 5th Ed) NIOSH Manual of Analytical Methods

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2024) Safety -- Safety and Occupational Health (SOH) Requirements

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 340/1-90/018 (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance

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

29 CFR 1910.147 The Control of Hazardous Energy (Lock Out/Tag Out)

29 CFR 1926.51 Sanitation

29 CFR 1926.59 Hazard Communication

29 CFR 1926.103 Respiratory Protection

29 CFR 1926.200 Accident Prevention Signs and Tags

29 CFR 1926.1101 Asbestos

40 CFR 61-SUBPART A General Provisions

40 CFR 61-SUBPART M	National Emission Standard for Asbestos
40 CFR 763	Asbestos
42 CFR 84	Approval of Respiratory Protective Devices
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
49 CFR 173	Shippers - General Requirements for Shipments and Packagings

U.S. NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND (NAVFAC)

NAVFAC P-502	(2017) Asbestos Program Management
ND OPNAVINST 5100.23	(2005; Rev G) Navy Occupational Safety and Health (NAVOSH) Program Manual

UNDERWRITERS LABORATORIES (UL)

UL 586	(2009; Reprint Sep 2022) UL Standard for Safety High-Efficiency Particulate, Air Filter Units
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1.3 DEFINITIONS

1.3.1 ACM

Asbestos Containing Materials.

1.3.2 Amended Water

Water containing a wetting agent or surfactant with a maximum surface tension of 0.00042 psi.

1.3.3 Area Sampling

Sampling of asbestos fiber concentrations which approximates the concentrations of asbestos in the theoretical breathing zone but is not actually collected in the breathing zone of an employee.

1.3.4 Asbestos

The term asbestos includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, and actinolite asbestos and any of these minerals that has been chemically treated or altered. Materials are considered to contain asbestos if the asbestos content of the material is determined to be at least one percent.

1.3.5 Asbestos Control Area

That area where asbestos removal operations are performed which is isolated by physical boundaries which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris.

1.3.6 Asbestos Fibers

Those fibers having an aspect ratio of at least 3:1 and longer than 5 micrometers as determined by National Institute for Occupational Safety and Health (NIOSH) Method 7400.

1.3.7 Asbestos Permissible Exposure Limit

0.1 fibers per cubic centimeter of air as an 8-hour time weighted average measured in the breathing zone as defined by 29 CFR 1926.1101 or other Federal legislation having legal jurisdiction for the protection of workers health.

1.3.8 Authorized Person

Any person authorized by the Contractor and required by work duties to be present in the regulated areas.

1.3.9 Background

The ambient airborne asbestos concentration in an uncontaminated area as measured prior to any asbestos hazard abatement efforts. Background concentrations for other (contaminated) areas are measured in similar but asbestos free locations.

1.3.10 Competent Person (CP)

A person meeting the requirements for competent person as specified in 29 CFR 1926.1101 including a person capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, and is specifically trained in a training course which meet the criteria of EPA's Model Accreditation Plan (40 CFR 763) for project designer or supervisor, or its equivalent.

1.3.11 Contractor

The Contractor is that individual, or entity under contract to perform the herein listed work.

1.3.12 Disposal Bag

A 6 mil thick, leak-tight plastic bag, pre-labeled in accordance with 29 CFR 1926.1101, used for transporting asbestos waste from containment to disposal site.

1.3.13 Disturbance

Activities that disrupt the matrix of ACM, crumble or pulverize ACM, or generate visible debris from ACM. Disturbance includes cutting away small amounts of ACM, no greater than the amount which can be contained in one standard sized glovebag or waste bag, not larger than 60 inches in length and width in order to access a building component.

1.3.14 Encapsulation

The abatement of an asbestos hazard through the appropriate use of chemical encapsulants.

1.3.15 Encapsulants

Specific materials in various forms used to chemically or physically entrap asbestos fibers in various configurations to prevent these fibers from becoming airborne. There are four types of encapsulants as follows which must comply with performance requirements as specified herein.

- a. Removal Encapsulant (can be used as a wetting agent)
- b. Bridging Encapsulant (used to provide a tough, durable surface coating to asbestos containing material)
- c. Penetrating Encapsulant (used to penetrate the asbestos containing material encapsulating all asbestos fibers and preventing fiber release due to routine mechanical damage)
- d. Lock-Down Encapsulant (used to seal off or "lock-down" minute asbestos fibers left on surfaces from which asbestos containing material has been removed).

1.3.16 Friable Asbestos Material

A term defined in 40 CFR 61-SUBPART M and EPA 340/1-90/018 meaning any material which contains more than 1 percent asbestos, as determined using the method specified in 40 CFR 763, Polarized Light Microscopy (PLM), that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

1.3.17 Glovebag Technique

Those asbestos removal and control techniques put forth in 29 CFR 1926.1101.

1.3.18 Government Consultant (GC)

That qualified person employed directly by the Government to monitor, sample, inspect the work or in some other way advise the Contracting Officer. The GC is normally a private consultant, but can be an employee of the Government.

1.3.19 HEPA Filter Equipment

High efficiency particulate air (HEPA) filtered vacuum and exhaust ventilation equipment with a filter system capable of collecting and retaining asbestos fibers. Filters must retain 99.97 percent of particles 0.3 microns or larger as indicated in UL 586.

1.3.20 Model Accreditation Plan (MAP)

USEPA training accreditation requirements for persons who work with asbestos as specified in 40 CFR 763.

1.3.21 Negative Pressure Enclosure (NPE)

That engineering control technique described as a negative pressure enclosure in 29 CFR 1926.1101.

1.3.22 NESHAP

National Emission Standards for Hazardous Air Pollutants. The USEPA NESHAP regulation for asbestos is at 40 CFR 61-SUBPART M.

1.3.23 Nonfriable Asbestos Material

Material that contains asbestos in which the fibers have been immobilized by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not normally release asbestos fibers during any appropriate use, handling, storage or transportation. It is understood that asbestos fibers may be released under other conditions such as demolition, removal, or mishap.

1.3.24 Permissible Exposure Limits (PELs)

1.3.24.1 PEL-Time Weighted Average(TWA)

Concentration of asbestos not in excess of 0.1 fibers per cubic centimeter of air (f/cc) as an 8-hour time weighted average (TWA).

1.3.24.2 PEL-Excursion Limit

An airborne concentration of asbestos not in excess of 1.0 f/cc of air as averaged over a sampling period of 30 minutes.

1.3.25 Personal Sampling

Air sampling which is performed to determine asbestos fiber concentrations within the breathing zone of a specific employee, as performed in accordance with 29 CFR 1926.1101.

1.3.26 Private Qualified Person (PQP)

That qualified person hired by the Contractor to perform the herein listed tasks.

1.3.27 Qualified Person (QP)

A Registered Architect, Professional Engineer, Certified Industrial Hygienist, consultant or other qualified person who has successfully completed training and is therefore accredited under a legitimate State Model Accreditation Plan as described in 40 CFR 763 as a Building Inspector, Contractor/Supervisor Abatement Worker, and Asbestos Project Designer; and has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent. The QP must be qualified to perform visual inspections as indicated in ASTM E1368.

1.3.28 TEM

Refers to Transmission Electron Microscopy.

1.3.29 Time Weighted Average (TWA)

The TWA is an 8-hour time weighted average airborne concentration of asbestos fibers.

1.3.30 Transite

A generic name for asbestos cement wallboard and pipe.

1.3.31 Wetting Agent

A chemical added to water to reduce the water's surface tension thereby increasing the water's ability to soak into the material to which it is applied. An equivalent wetting agent must have a surface tension of at most 0.00042 psi.

1.3.32 Worker

Individual (not designated as the Competent Person or a supervisor) who performs asbestos work and has completed asbestos worker training required by 29 CFR 1926.1101, to include EPA Model Accreditation Plan (MAP) "Worker" training; accreditation, if required by the OSHA Class of work to be performed or by the state where the work is to be performed.

1.4 REQUIREMENTS

1.4.1 Description of Work

The work covered by this section includes the handling and control of asbestos containing materials and describes some of the resultant procedures and equipment required to protect workers, the environment and occupants of the building or area, or both, from contact with airborne asbestos fibers. The work also includes the disposal of any asbestos containing materials generated by the work. More specific operational procedures must be outlined in the Asbestos Hazard Abatement Plan called for elsewhere in this specification. The asbestos work includes the demolition and removal of flooring mastic, flooring tile, and fire doors which is governed by 40 CFR 763 and NAVFAC P-502. These materials have been previously tested and found to contain asbestos. Under normal conditions non-friable or chemically bound materials containing asbestos would not be considered hazardous; however, this material may release airborne asbestos fibers during demolition and removal and therefore must be handled in accordance with the removal and disposal procedures as specified herein. Provide negative pressure enclosure techniques as outlined in this specification. The work area will be evacuated during the asbestos abatement work. A competent person must supervise asbestos removal work as specified herein.

1.4.2 Unexpected Discovery of Asbestos

Notify the Contracting Officer if any previously untested building components suspected to contain asbestos are impacted by the work.

1.4.3 Medical Requirements

Provide medical requirements including but not limited to medical surveillance and medical record keeping as listed in 29 CFR 1926.1101.

1.4.3.1 Medical Examinations

Before exposure to airborne asbestos fibers, provide workers with a comprehensive medical examination as required by 29 CFR 1926.1101 or other pertinent State or local directives. This requirement must have been satisfied within the 12 months prior to the start of work on this contract. The same medical examination must be given on an annual basis to employees engaged in an occupation involving asbestos and within 30 calendar days before or after the termination of employment in such occupation. Specifically identify x-ray films of asbestos workers to the consulting radiologist and mark medical record jackets with the word "ASBESTOS."

1.4.3.2 Medical Records

Maintain complete and accurate records of employees' medical examinations, medical records, and exposure data for a period of 50 years after termination of employment and make records of the required medical examinations and exposure data available for inspection and copying to: The Assistant Secretary of Labor for Occupational Safety and Health (OSHA), or authorized representatives of them, and an employee's physician upon the request of the employee or former employee.

1.4.4 Employee Training

Submit certificates, prior to the start of work but after the main abatement submittal, signed by each employee indicating that the employee has received training in the proper handling of materials and wastes that contain asbestos in accordance with 40 CFR 763; understands the health implications and risks involved, including the illnesses possible from exposure to airborne asbestos fibers; understands the use and limits of the respiratory equipment to be used; and understands the results of monitoring of airborne quantities of asbestos as related to health and respiratory equipment as indicated in 29 CFR 1926.1101 on an initial and annual basis. Organize certificates by individual worker, not grouped by type of certification. Train personnel involved in the asbestos control work in accordance with United States Environmental Protection Agency (USEPA) Asbestos Hazard Emergency Response Act (AHERA) training criteria or State training criteria whichever is more stringent. Document the training by providing: dates of training, training entity, course outline, names of instructors, and qualifications of instructors upon request by the Contracting Officer. Furnish each employee with respirator training and fit testing administered by the PQP as required by 29 CFR 1926.1101 and 29 CFR 1926.103. Fully cover engineering and other hazard control techniques and procedures.

1.4.5 Permits, Licenses, and Notifications

Prior to the start of work, obtain necessary permits and licenses in conjunction with asbestos removal, encapsulation, hauling, and disposition, and furnish notification of such actions required by Federal, State, regional, and local authorities. Notify the Alabama Department of Environmental Management (ADEM) and the Contracting Officer in writing 10 working days prior to commencement of work in accordance with 40 CFR 61-SUBPART M. Notify the Contracting Officer and other appropriate Government agencies in writing 20 working days prior to the start of asbestos work as indicated in applicable laws, ordinances, criteria, rules, and regulations. Submit copies of all Notifications to the Contracting Officer.

1.4.6 Environment, Safety and Health Compliance

In addition to detailed requirements of this specification, comply with those applicable laws, ordinances, criteria, rules, and regulations of Federal, State, regional, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials. Comply with the applicable requirements of the current issue of EM 385-1-1, 29 CFR 1926.1101, 40 CFR 61-SUBPART A, 40 CFR 61-SUBPART M, 40 CFR 763 and ND OPNAVINST 5100.23. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work. Where the requirements of this specification, applicable laws, rules, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirement as defined by the Government apply. The following laws, ordinances, criteria, rules and regulations regarding removal, handling, storing, transporting and disposing of asbestos materials apply:

1.4.7 Respiratory Protection Program

Establish and implement a respirator program as required by 29 CFR 1926.1101, and 29 CFR 1926.103. Submit a written description of the program to the Contracting Officer. Submit a written program manual or operating procedure including methods of compliance with regulatory statutes.

1.4.7.1 Respirator Program Records

Submit records of the respirator program as required by 29 CFR 1926.103, and 29 CFR 1926.1101.

1.4.7.2 Respirator Fit Testing

The Contractor's PQP must conduct a qualitative or quantitative fit test conforming to 29 CFR 1926.103 for each worker required to wear a respirator, and any authorized visitors who enter a regulated area where respirators are required to be worn. A respirator fit test must be performed prior to initially wearing a respirator and every 12 months thereafter. If physical changes develop that will affect the fit, a new fit test must be performed. Functional fit checks must be performed each time a respirator is put on and in accordance with the manufacturer's recommendation.

1.4.7.3 Respirator Selection and Use Requirements

Provide respirators, and ensure that they are used as required by 29 CFR 1926.1101 and in accordance with CGA G-7 and the manufacturer's recommendations. Respirators must be approved by the National Institute for Occupational Safety and Health NIOSH, under the provisions of 42 CFR 84, for use in environments containing airborne asbestos fibers. For air-purifying respirators, the particulate filter must be high-efficiency particulate air (HEPA)/(N-,R-,P-100). The initial respirator selection and the decisions regarding the upgrading or downgrading of respirator type must be made by the Contractor's Designated IH based on the measured or anticipated airborne asbestos fiber concentrations to be encountered.

1.4.8 Asbestos Hazard Control Supervisor

The Contractor must be represented on site by a supervisor, trained using

the model Contractor accreditation plan as indicated in the Federal statutes for all portions of the herein listed work.

1.4.9 Hazard Communication

Adhere to all parts of 29 CFR 1926.59 and provide the Contracting Officer with a copy of the Safety Data Sheets (SDS) for all materials brought to the site.

1.4.10 Asbestos Hazard Abatement Plan

Submit a detailed plan of the safety precautions such as lockout, tagout, tryout, fall protection, and confined space entry procedures and equipment and work procedures to be used in the encapsulation removal and demolition of materials containing asbestos. The plan, not to be combined with other hazard abatement plans, must be prepared, signed, and sealed by the PQP. Provide a Table of Contents for each abatement submittal, which follows the sequence of requirements in the contract. The plan must include but not be limited to the precise personal protective equipment to be used including, but not limited to, respiratory protection, type of whole-body protection and if reusable coveralls are to be employed decontamination methods (operations and quality control plan), the location of asbestos control areas including clean and dirty areas, buffer zones, showers, storage areas, change rooms, removal encapsulation method, interface of trades involved in the construction, sequencing of asbestos related work, disposal plan, type of wetting agent and asbestos sealer to be used, locations of local exhaust equipment, planned air monitoring strategies, and a detailed description of the method to be employed in order to control environmental pollution. The plan must also include (both fire and medical emergency) response plans and an Activity Hazard Analyses (AHAs) in accordance with EM 385-1-1. The Asbestos Hazard Abatement Plan must be approved in writing prior to starting any asbestos work. The Contractor, Asbestos Hazard Control Supervisor,, CP and PQP must meet with the Contracting Officer prior to beginning work, to discuss in detail the Asbestos Hazard Abatement Plan, including work procedures and safety precautions. Once approved by the Contracting Officer, the plan will be enforced as if an addition to the specification. Any changes required in the specification as a result of the plan must be identified specifically in the plan to allow for free discussion and approval by the Contracting Officer prior to starting work.

1.4.11 Testing Laboratory

Submit the name, address, and telephone number of each testing laboratory selected for the sampling, analysis, and reporting of airborne concentrations of asbestos fibers along with evidence that each laboratory selected holds the appropriate State license and permits and certification that each laboratory is American Industrial Hygiene Association (AIHA) accredited and that persons counting the samples have been judged proficient by current inclusion on the AIHA Asbestos Analysis Registry (AAR) and successful participation of the laboratory in the Proficiency Analytical Testing (PAT) Program. Where analysis to determine asbestos content in bulk materials or transmission electron microscopy is required, submit evidence that the laboratory is accredited by the National Institute of Science and Technology (NIST) under National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis. The testing laboratory firm must be independent of the asbestos contractor and must have no employee or employer relationship which could constitute a conflict of interest.

1.4.12 Landfill Approval

Submit written evidence that the landfill is approved for asbestos disposal by the U.S. Environmental Protection Agency, Region 4, Air Enforcement Section (38W12) and ADEM, Special Services Section, Air Division, in accordance with ADEM Code 335-13-4-.26(2). Within three working days after delivery, submit detailed delivery tickets, prepared, signed, and dated by an agent of the landfill, certifying the amount of asbestos materials delivered to the landfill. Submit a copy of the waste shipment records within one day of the shipment leaving the project site.

1.4.13 Transporter Certification

Submit written evidence that the transporter is approved to transport asbestos waste in accordance with the DOT requirements of 49 CFR 171, 49 CFR 172 and 49 CFR 173 as well as registration requirements of 49 CFR 107 and all other State and local regulatory agency requirements.

1.4.14 Medical Certification

Provide a written certification for each worker and supervisor, signed by a licensed physician indicating that the worker and supervisor has met or exceeded all of the medical prerequisites listed herein and in 29 CFR 1926.1101 and 29 CFR 1926.103 as prescribed by law. Submit certificates prior to the start of work but after the main abatement submittal.

1.5 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for Contractor Quality Control approval. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Amended Water; G, CO

Safety Data Sheets (SDS) for All Materials; G, CO

Encapsulants; G, CO

Respirators; G, CO

Local Exhaust Equipment; G, CO

Pressure Differential Automatic Recording Instrument; G, CO

Vacuums; G, CO

Glovebags; G, CO

SD-06 Test Reports

Air Sampling Results; G, CO

Pressure Differential Recordings for Local Exhaust System; G, CO

Clearance Sampling; G, CO

Asbestos Disposal Quantity Report; G, CO

SD-07 Certificates

Employee Training; G, CO

Notifications; G, CO

Respiratory Protection Program; G, CO

Asbestos Hazard Abatement Plan; G, CO

Testing Laboratory; G, CO

Landfill Approval; G, CO

Delivery Tickets; G, CO

Waste Shipment Records; G, CO

Transporter Certification; G, CO

Medical Certification; G, CO

Private Qualified Person Documentation; G, CO

Designated Competent Person; G, CO

Worker's License; G, CO

Contractor's License; G, CO

Federal, State or Local Citations on Previous Projects; G, CO

Encapsulants; G, CO

Equipment Used to Contain Airborne Asbestos Fibers; G, CO

Water Filtration Equipment; G, CO

Vacuums; G, CO

Ventilation Systems; G, CO

SD-11 Closeout Submittals

Permits and Licenses; G, CO

Notifications; G, CO

Respirator Program Records; G, CO

Protective Clothing Decontamination Quality Control Records; G, CO

Protective Clothing Decontamination Facility Notification; G, CO
Rental Equipment; G, CO

1.6 QUALITY ASSURANCE

1.6.1 Private Qualified Person Documentation

Submit the name, address, and telephone number of the Private Qualified Person (PQP) selected to prepare the Asbestos Hazard Abatement Plan, direct monitoring and training, and documented evidence that the PQP has successfully completed training in and is accredited and where required is certified as, a Building Inspector, Contractor/Supervisor Abatement Worker, and Asbestos Project Designer as described by 40 CFR 763 and has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent. The PQP and the asbestos contractor must not have an employee/employer relationship or financial relationship which could constitute a conflict of interest. The PQP must be a first tier subcontractor.

1.6.2 Designated Competent Person Documentation

The Designated Competent Person must be experienced in the administration and supervision of asbestos abatement projects including exposure assessment and monitoring, work practices, abatement methods, protective measures for personnel, setting up and inspecting asbestos abatement work areas, evaluating the integrity of containment barriers, placement and operation of local exhaust systems, ACM generated waste containment and disposal procedures, decontamination units installation and maintenance requirements, site safety and health requirements, notification of other employees onsite, and asbestos waste container labeling and disposal. The Designated Competent Person must be on-site at all times when asbestos abatement activities are underway. Submit training certification and a current State of Alabama Asbestos Contractor's and Supervisor's License. Submit evidence that the Designated Competent Person has a minimum of 2 years of on-the-job asbestos abatement experience relevant to OSHA designated competent person requirements. The Designated Competent Person must be a first tier subcontractor.

1.6.3 Worker's License

Submit documentation that workers meet the requirements of 29 CFR 1926.1101, 40 CFR 61-SUBPART M and have a current State of Alabama Asbestos Workers License.

1.6.4 Contractor's License

Submit a copy of the asbestos contractor's license issued by the State of Alabama. Submit the following certification along with the license: "I certify that the personnel I am responsible for during the course of this project fully understand the contents of 29 CFR 1926.1101, 40 CFR 61-SUBPART M, EM 385-1-1, and the Federal, State and local requirements for those asbestos abatement activities that they will be involved in." This certification statement must be signed by the Company's President or Chief Executive.

1.6.5 Air Sampling Results

Complete fiber counting and provide results to the PQP and GC for review within 16 hours of the "time off" of the sample pump. Notify the Contracting Officer immediately of any airborne levels of asbestos fibers in excess of the acceptable limits. Submit sampling results to the Contracting Officer and the affected Contractor employees where required by law within three working days, signed by the testing laboratory employee performing air sampling, the employee that analyzed the sample, and the PQP and GC. Notify the Contractor and the Contracting Officer immediately of any variance in the pressure differential which could cause adjacent unsealed areas to have asbestos fiber concentrations in excess of 0.01 fibers per cubic centimeter or background whichever is higher. In no circumstance must levels exceed 0.1 fibers per cubic centimeter.

1.6.6 Pressure Differential Recordings for Local Exhaust System

Provide a local exhaust system that creates a negative pressure of at least 0.02 inches of water relative to the pressure external to the enclosure and operate it continuously, 24-hours a day, until the temporary enclosure of the asbestos control area is removed. Submit pressure differential recordings for each work day to the PQP and GC for review and to the Contracting Officer within 24-hours from the end of each work day.

1.6.7 Protective Clothing Decontamination Quality Control Records

Provide all records that document quality control for the decontamination of reusable outer protective clothing.

1.6.8 Protective Clothing Decontamination Facility Notification

Submit written evidence that persons who decontaminate, store, or transport asbestos contaminated clothing used in the performance of this contract were duly notified in accordance with 29 CFR 1926.1101.

1.6.9 Federal, State or Local Citations on Previous Projects

Submit a statement, signed by an officer of the company, containing a record of any citations issued by Federal, State or local regulatory agencies relating to asbestos activities within the last 5 years (including projects, dates, and resolutions); a list of penalties incurred through non-compliance with asbestos project specifications, including liquidated damages, overruns in scheduled time limitations and resolutions; and situations in which an asbestos-related contract has been terminated (including projects, dates, and reasons for terminations). If there are none, a negative declaration signed by an officer of the company must be provided.

1.6.10 Preconstruction Conference

Conduct a safety preconstruction conference to discuss the details of the Asbestos Hazard Abatement Plan, Accident Prevention Plan (APP) including the AHAs required in specification Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS. The safety preconstruction conference must include the Contractor and their Designated Competent Person, Designated IH and Project Supervisor and the Contracting Officer. Deficiencies in the APP will be discussed. Onsite work must not begin until the APP has been accepted.

1.7 SECURITY

Each entrance and waste exit point to each regulated area must be physically secured by posting of asbestos abatement personnel during all times of active asbestos abatement. At any time work is not in progress including breaks, lunches, and off shifts, each entrance and waste exit point must be secured by personnel or locked doors with proper signage posted. Each entrance must also include contact name(s) and phone number(s) for emergencies and must be provided for each regulated area. A log book must be kept documenting entry into and out of the regulated area. Entry into regulated areas must only be by personnel authorized by the Contractor and the Contracting Officer. Personnel authorized to enter regulated areas must be trained, medically evaluated, and wear the required personal protective equipment.

1.8 EQUIPMENT

1.8.1 Rental Equipment

Provide a copy of the written notification to the rental company concerning the intended use of the equipment and the possibility of asbestos contamination of the equipment.

PART 2 PRODUCTS

2.1 ENCAPSULANTS

Encapsulants must conform to current USEPA requirements, contain no toxic or hazardous substances as defined in 29 CFR 1926.59, and conform to the following performance requirements.

2.1.1 Removal Encapsulants

<u>Requirement</u>	<u>Test Standard</u>
Flame Spread - 25, Smoke Emission - 50	ASTM E84
Life Expectancy - 20 years	ASTM C732 Accelerated Aging Test
Permeability - Minimum 0.4 perms	ASTM E96/E96M
Fire Resistance - Negligible affect on fire resistance rating over 3 hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing)	ASTM E119
Impact Resistance - Minimum 43 in/lb	ASTM D2794 Gardner Impact Test
Flexibility - no rupture or cracking	ASTM D522/D522M Mandrel Bend Test

2.1.2 Bridging Encapsulant

<u>Requirement</u>	<u>Test Standard</u>
Flame Spread - 25, Smoke Emission - 50	ASTM E84
Life Expectancy - 20 years	ASTM C732 Accelerated Aging Test
Permeability - Minimum 0.4 perms	ASTM E96/E96M
Fire Resistance - Negligible affect on fire resistance rating over 3-hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing)	ASTM E119
Impact Resistance - Minimum 43 in/lb	ASTM D2794 Gardner Impact Test
Flexibility - no rupture or cracking	ASTM D522/D522M Mandrel Bend Test

2.1.3 Penetrating Encapsulant

<u>Requirement</u>	<u>Test Standard</u>
Flame Spread - 25, Smoke Emission - 50	ASTM E84
Life Expectancy - 20 years	ASTM C732 Accelerated Aging Test
Permeability - Minimum 0.4 perms	ASTM E96/E96M
Cohesion/Adhesion Test - 50 pounds of force/foot	ASTM E119
Fire Resistance - Negligible affect on fire resistance rating over 3-hour test (Classified by UL for use over fibrous and cementitious sprayed fireproofing)	ASTM E119
Impact Resistance - Minimum 43 in/lb	ASTM D2794 Gardner Impact Test
Flexibility - no rupture or cracking	ASTM D522/D522M Mandrel Bend Test

2.1.4 Lock-down Encapsulant

<u>Requirement</u>	<u>Test Standard</u>
Flame Spread - 25, Smoke Emission - 50	ASTM E84
Life Expectancy - 20 years	ASTM C732 Accelerated Aging Test
Permeability - Minimum 0.4 perms	ASTM E96/E96M
Fire Resistance - Negligible affect on fire resistance rating over 3-hour test (Tested with fireproofing over encapsulant applied directly to steel member)	ASTM E119
Bond Strength: 100 pounds of force/foot	ASTM E736/E736M
(Tests compatibility with cementitious and fibrous fireproofing)	

2.2 DUCT TAPE

Industrial grade duct tape of appropriate widths suitable for bonding sheet plastic and disposal container.

2.3 DISPOSAL CONTAINERS

Leak-tight (defined as solids, liquids, or dust that cannot escape or spill out) disposal containers must be provided for ACM wastes as required by 29 CFR 1926.1101. Disposal containers can be in the form of:

- a. Disposal Bags
- b. Fiberboard Drums
- c. Cardboard Boxes

2.4 SHEET PLASTIC

Sheet plastic must be polyethylene of 6 mil minimum thickness and must be provided in the largest sheet size necessary to minimize seams. Film must conform to ASTM D4397, except as specified below

2.4.1 Flame Resistant

Where a potential for fire exists, flame-resistant sheets must be provided. Film must conform to the requirements of NFPA 701.

2.4.2 Reinforced

Reinforced sheets must be provided where high skin strength is required, such as where it constitutes the only barrier between the regulated area

and the outdoor environment. The sheet stock must consist of translucent, nylon-reinforced or woven-polyethylene thread laminated between 2 layers of polyethylene film. Film must meet flame resistant standards of NFPA 701.

2.5 MASTIC REMOVING SOLVENT

Mastic removing solvent must be nonflammable and must not contain methylene chloride, glycol ether, or halogenated hydrocarbons. Solvents used onsite must have a flash point greater than 140 degrees F.

2.6 LEAK-TIGHT WRAPPING

Two layers of 6 mil minimum thick polyethylene sheet stock must be used for the containment of removed asbestos-containing components or materials such as large tanks, boilers, insulated pipe segments and other materials. Upon placement of the ACM component or material, each layer must be individually leak-tight sealed with duct tape.

2.7 VIEWING INSPECTION WINDOW

Where feasible, a minimum of one clear, 1/8 inch thick, acrylic sheet, 18 by 24 inches, must be installed as a viewing inspection window at eye level on a wall in each containment enclosure. The windows must be sealed leak-tight with industrial grade duct tape.

2.8 WETTING AGENTS

Removal encapsulant (a penetrating encapsulant) must be provided when conducting removal abatement activities that require a longer removal time or are subject to rapid evaporation of amended water. The removal encapsulant must be capable of wetting the ACM and retarding fiber release during disturbance of the ACM greater than or equal to that provided by amended water. Performance requirements for penetrating encapsulants are specified in paragraph ENCAPSULANTS above.

PART 3 EXECUTION

3.1 EQUIPMENT

Provide the Contracting Officer or the Contracting Officer's Representative, with at least two complete sets of personal protective equipment per day, including decontaminating reusable coveralls, as required for entry to and inspection of the asbestos control area. Provide equivalent training to the Contracting Officer or a designated representative as provided to Contractor employees in the use of the required personal protective equipment. Provide manufacturer's certificate of compliance for all equipment used to contain airborne asbestos fibers.

3.1.1 Air Monitoring Equipment

The Contractor's PQP must approve air monitoring equipment. The equipment must include, but must not be limited to:

- a. High-volume sampling pumps that can be calibrated and operated at a constant airflow up to 16 liters per minute.
- b. Low-volume, battery powered, body-attachable, portable personal pumps that can be calibrated to a constant airflow up to approximately 3.5

liters per minute, and a self-contained rechargeable power pack capable of sustaining the calibrated flow rate for a minimum of 10 hours. The pumps must also be equipped with an automatic flow control unit which must maintain a constant flow, even as filter resistance increases due to accumulation of fiber and debris on the filter surface.

- c. Single use standard 25 mm diameter cassette, open face, 0.8 micron pore size, mixed cellulose ester membrane filters and cassettes with 50 mm electrically conductive extension cowl, and shrink bands for personal air sampling.
- d. Single use standard 25 mm diameter cassette, open face, 0.45 micron pore size, mixed cellulose ester membrane filters and cassettes with 50 mm electrically conductive cowl, and shrink bands when conducting environmental area sampling using NIOSH NMAM Methods 7400 and 7402, (and the transmission electric microscopy method specified at 40 CFR 763 if required).
- e. A flow calibrator capable of calibration to within plus or minus 2 percent of reading over a temperature range of minus 4 to plus 140 degrees F and traceable to a NIST primary standard.

3.1.2 Respirators

Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

3.1.2.1 Respirators for Handling Asbestos

Provide personnel engaged in pre-cleaning, cleanup, handling, removal and demolition of asbestos materials with respiratory protection as indicated in 29 CFR 1926.1101 and 29 CFR 1926.103. Breathing air must comply with CGA G-7.

3.1.3 Exterior Whole Body Protection

3.1.3.1 Outer Protective Clothing

Provide personnel exposed to asbestos with disposable "non-breathable," or reusable "non-breathable" whole body outer protective clothing, head coverings, gloves, and foot coverings. Provide disposable plastic or rubber gloves to protect hands. Cloth gloves may be worn inside the plastic or rubber gloves for comfort, but must not be used alone. Make sleeves secure at the wrists, make foot coverings secure at the ankles, and make clothing secure at the neck by the use of tape. Reusable whole body outer protective clothing must be either disposed of as asbestos contaminated waste upon exiting from the asbestos regulated work area or be properly decontaminated.

3.1.3.2 Work Clothing

Provide cloth work clothes for wear under the outer protective clothing and foot coverings and either dispose of or properly decontaminate them as recommended by the GC and PQP after each use.

3.1.3.3 Personal Decontamination Unit

Provide a temporary, negative pressure unit with a separate decontamination locker room and clean locker room with a shower that complies with 29 CFR 1926.51(f)(4)(ii) through (V) in between for personnel required to wear whole body protective clothing. Provide two separate lockers for each asbestos worker, one in each locker room. Keep street clothing and street shoes in the clean locker. HEPA vacuum and remove asbestos contaminated disposable protective clothing while still wearing respirators at the boundary of the asbestos work area and seal in impermeable bags or containers for disposal. HEPA vacuum and remove asbestos contaminated reusable protective clothing while still wearing respirators at the boundary of the asbestos work area, seal in two impermeable bags, label outer bag as asbestos contaminated waste, and transport for decontamination. Do not wear work clothing between home and work. Locate showers between the decontamination locker room and the clean locker room and require that all employees shower before changing into street clothes. Collect used shower water and filter with approved water filtration equipment to remove asbestos contamination. Wastewater filters must be installed in series with the first stage pore size 20 microns and the second stage pore size of 5 microns. Dispose of filters and residue as asbestos waste. Discharge clean water to the sanitary system. Dispose of asbestos contaminated work clothing as asbestos contaminated waste or properly decontaminate as specified in the Contractor's Asbestos Hazard Abatement Plan. Keep the floor of the decontamination unit's clean room dry and clean at all times. Proper housekeeping and hygiene requirements must be maintained. Provide soap and towels for showering, washing and drying. Cloth towels provided must be disposed of as ACM waste or must be laundered in accordance with 29 CFR 1926.1101. Physically attach the decontamination units to the asbestos control area. Construct both a personnel decontamination unit and an equipment decontamination unit onto and integral with each asbestos control area.

3.1.3.4 Eye Protection

Provide eye protection that complies with ANSI/ISEA Z87.1 when operations present a potential eye injury hazard. Provide goggles to personnel engaged in asbestos abatement operations when the use of a full face respirator is not required.

3.1.4 Regulated Areas

All Class I, II, and III asbestos work must be conducted within regulated areas. The regulated area must be demarcated to minimize the number of persons within the area and to protect persons outside the area from exposure to airborne asbestos. Control access to regulated areas, ensure that only authorized personnel enter, and verify that Contractor required medical surveillance, training and respiratory protection program requirements are met prior to allowing entrance.

3.1.5 Load-out Unit

Provide a temporary load-out unit that is adjacent and connected to the regulated area. Attach the load-out unit in a leak-tight manner to each regulated area.

3.1.6 Warning Signs and Labels

Provide warning signs at all approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos materials, scrap, waste, debris, and other products contaminated with asbestos. Containers with preprinted warning labels conforming to the requirements are acceptable

3.1.6.1 Warning Sign

Provide vertical format conforming to 29 CFR 1926.200, and 29 CFR 1926.1101 minimum 20 by 14 inches displaying the following legend in the lower panel:

<u>Legend</u>	<u>Notation</u>
DANGER	one inch Sans Serif Gothic or Block
ASBESTOS	one inch Sans Serif Gothic or Block
MAY CAUSE CANCER	one inch Sans Serif Gothic or Block
CAUSES DAMAGE TO LUNGS	1/4 inch Sans Serif Gothic or Block
AUTHORIZED PERSONNEL ONLY	1/4 inch Sans Serif Gothic or Block

Spacing between lines must be at least equal to the height of the upper of any two lines.

3.1.6.2 Warning Labels

Provide labels conforming to 29 CFR 1926.1101 of sufficient size to be clearly legible, displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST AVOID CREATING DUST

3.1.7 Local Exhaust System

Provide a local exhaust system in the asbestos control area in accordance with ASSP Z9.2 and 29 CFR 1926.1101 that will provide at least four air changes per hour inside of the negative pressure enclosure. Local exhaust equipment must be operated 24-hours per day, until the asbestos control area is removed and must be leak proof to the filter and equipped with HEPA filters. Maintain a minimum pressure differential in the control area of minus 0.02 inch of water column relative to adjacent, unsealed areas. Provide continuous 24-hour per day monitoring of the pressure differential with a pressure differential automatic recording instrument. The building ventilation system must not be used as the local exhaust system for the asbestos control area. Filters on exhaust equipment must conform to ASSP Z9.2 and UL 586. Terminate the local exhaust system out of doors and remote from any public access or ventilation system intakes.

3.1.8 Tools

Vacuums must be leak proof to the filter and equipped with HEPA filters. Filters on vacuums must conform to ASSP Z9.2 and UL 586. Do not use power tools to remove asbestos containing materials unless the tool is equipped with effective, integral HEPA filtered exhaust ventilation systems. Remove all residual asbestos from reusable tools prior to storage or reuse. Reusable tools must be thoroughly decontaminated prior to being removed from the regulated areas.

3.1.9 Rental Equipment

If rental equipment is to be used, furnish written notification to the rental agency concerning the intended use of the equipment and the possibility of asbestos contamination of the equipment.

3.1.10 Single Stage Decontamination Area

A decontamination area (equipment room/area) must be provided for Class I work involving less than 25 feet or 10 square feet of TSI or surfacing ACM, and for Class II and Class III asbestos work operations where exposures exceed the PELs or where there is no negative exposure assessment. The equipment room or area must be adjacent to the regulated area for the decontamination of employees, material, and their equipment which could be contaminated with asbestos. The area must be covered by an impermeable drop cloth on the floor or horizontal working surface. The area must be of sufficient size to accommodate cleaning of equipment and removing personal protective equipment without spreading contamination beyond the area.

3.1.11 Decontamination Area Exit Procedures

Ensure that the following procedures are followed:

- a. Before leaving the regulated area, remove all gross contamination and debris from work clothing using a HEPA vacuum.
- b. Employees must remove their protective clothing in the equipment room and deposit the clothing in labeled impermeable bags or containers for disposal or laundering.
- c. Employees must not remove their respirators until showering.

- d. Employees must shower prior to entering the clean room. If a shower has not been located between the equipment room and the clean room or the work is performed outdoors, ensure that employees engaged in Class I asbestos jobs: a) Remove asbestos contamination from their work suits in the equipment room or decontamination area using a HEPA vacuum before proceeding to a shower that is not adjacent to the work area; or b) Remove their contaminated work suits in the equipment room, without cleaning worksuits, and proceed to a shower that is not adjacent to the work area.

3.2 WORK PROCEDURE

Perform asbestos related work in accordance with 29 CFR 1926.1101, 40 CFR 61-SUBPART M, NAVFAC P-502, and as specified herein. Use wet removal procedures and negative pressure enclosure techniques. Wear and utilize protective clothing and equipment as specified herein. No eating, smoking, drinking, chewing gum, tobacco, or applying cosmetics is permitted in the asbestos work or control areas. Personnel of other trades not engaged in the removal and demolition of asbestos containing material must not be exposed at any time to airborne concentrations of asbestos unless all the personnel protection and training provisions of this specification are complied with by the trade personnel. Seal all roof top penetrations, except plumbing vents, prior to asbestos roofing work. Shut down the building heating, ventilating, and air conditioning system, cap the openings to the system, and provide temporary heating, and ventilation, and air conditioning prior to the commencement of asbestos work. Power to the regulated area must be locked-out and tagged in accordance with 29 CFR 1910.147. Disconnect electrical service when encapsulation and wet removal is performed and provide temporary electrical service with verifiable ground fault circuit interrupter (GFCI) protection prior to the use of any waterencapsulant. All electrical work must be performed by a licensed electrician. Stop abatement work in the regulated area immediately when the airborne total fiber concentration: (1) equals or exceeds 0.01 f/cc, or the pre-abatement concentration, whichever is greater, outside the regulated area; or (2) equals or exceeds 1.0 f/cc inside the regulated area. Correct the condition to the satisfaction of the Contracting Officer, including visual inspection and air sampling. Work must resume only upon notification by the Contracting Officer. Corrective actions must be documented. If an asbestos fiber release or spill occurs outside of the asbestos control area, stop work immediately, correct the condition to the satisfaction of the Contracting Officer including clearance sampling, prior to resumption of work.

3.2.1 Building Ventilation System and Critical Barriers

Building ventilation system supply and return air ducts in a regulated area must be shut down and isolated by lockable switch or other positive means in accordance with 29 CFR 1910.147. The airtight seals must consist of air-tight rigid covers for building ventilation supply and exhaust grills where the ventilation system is required to remain in service during abatement² layers of polyethylene. Edges to wall, ceiling and floor surfaces must be sealed with industrial grade duct tape.

- a. A Competent Person must supervise the work.
- b. For indoor work, critical barriers must be placed over all openings to the regulated area.
- c. Impermeable dropcloths must be placed on surfaces beneath all removal

activity.

3.2.2 Protection of Existing Work to Remain

Perform work without damage or contamination of adjacent work. Where such work is damaged or contaminated as verified by the Contracting Officer using visual inspection or sample analysis, it must be restored to its original condition or decontaminated by the Contractor at no expense to the Government as deemed appropriate by the Contracting Officer. This includes inadvertent spill of dirt, dust, or debris in which it is reasonable to conclude that asbestos may exist. When these spills occur, stop work immediately. Then clean up the spill. When satisfactory visual inspection and air sampling results are obtained from the PQP and GC work may proceed at the discretion of the Contracting Officer.

AMENDMENT 0003

3.2.3 Furnishings

~~Furniture, contents, and equipment not necessary for abatement purposes will be removed from the area of work by the Government before asbestos work begins. The contractor will be required to remove and re-install furniture in the area's of work. Refer to section 01 11 00 for more information.~~

AMENDMENT 0003

3.2.4 Precleaning

Wet wipe and HEPA vacuum all surfaces potentially contaminated with asbestos prior to establishment of an enclosure.

3.2.5 Asbestos Control Area Requirements

3.2.5.1 Negative Pressure Enclosure

Removal of thermal system insulation, require the use of a negative pressure enclosure. Block and seal openings in areas where the release of airborne asbestos fibers can be expected. Establish an asbestos negative pressure enclosure with the use of curtains, portable partitions, or other enclosures in order to prevent the escape of asbestos fibers from the contaminated asbestos work area. Negative pressure enclosure development must include protective covering of uncontaminated walls, and ceilings with a continuous membrane of two layers of minimum 6-mil plastic sheet sealed with tape to prevent water or other damage. Provide two layers of 6-mil plastic sheet over floors and extend a minimum of 12 inches up walls. Seal all joints with tape. Provide local exhaust system in the asbestos control area. Openings will be allowed in enclosures of asbestos control areas for personnel and equipment entry and exit, the supply and exhaust of air for the local exhaust system and the removal of properly containerized asbestos containing materials. Replace local exhaust system filters as required to maintain the efficiency of the system.

3.2.5.2 Glovebag

If the construction of a negative pressure enclosure is infeasible for the removal of thermal system insulation located throughout the ceiling and wall cavities, the contractor may elect to use alternate techniques, use alternate techniques as indicated in 29 CFR 1926.1101. Establish designated limits for the asbestos regulated area with the use of rope or

other continuous barriers, and maintain all other requirements for asbestos control areas. The PQP must conduct personal samples of each worker engaged in asbestos handling (removal, disposal, transport and other associated work) throughout the duration of the project. If the quantity of airborne asbestos fibers monitored at the breathing zone of the workers at any time exceeds background or 0.01 fibers per cubic centimeter whichever is greater, stop work, evacuate personnel in adjacent areas or provide personnel with approved protective equipment at the discretion of the Contracting Officer. This sampling may be duplicated by the Government at the discretion of the Contracting Officer. If the air sampling results obtained by the Government differ from those obtained by the Contractor, the Government will determine which results predominate. If adjacent areas are contaminated as determined by the Contracting Officer, clean the contaminated areas, monitor, and visually inspect the area as specified herein.

3.2.5.3 Regulated Area for Class II Removal

Removal of asbestos containing residual flooring mastic, window frame component caulk, stainless steel sink undercoating, and roofing mastics are Class II removal activities. Establish designated limits for the asbestos regulated work area with the use of red barrier tape; install critical barriers, splash guards and signs, and maintain all other requirements for asbestos control area except local exhaust. Place impermeable dropcloths on surfaces beneath removal activity extending out 3 feet in all directions. A detached decontamination system may be used. Conduct area monitoring of airborne fibers during the work shift at the designated limits of the asbestos work area and conduct personal samples of each worker engaged in the work. If workers the airborne fiber concentration of the workers or designated limits at any time exceeds background or 0.01 fibers per cubic centimeter, whichever is greater, stop work immediately and correct the situation.

3.2.6 Removal Procedures

Wet asbestos material with a fine spray of amended water during removal, cutting, or other handling so as to reduce the emission of airborne fibers. Remove material and immediately place in 6 mil plastic disposal bags. Remove asbestos containing material in a gradual manner, with continuous application of the amended water or wetting agent in such a manner that no asbestos material is disturbed prior to being adequately wetted. Where unusual circumstances prohibit the use of 6 mil plastic bags, submit an alternate proposal for containment of asbestos fibers to the Contracting Officer for approval. For example, in the case where both piping and insulation are to be removed, the Contractor may elect to wet the insulation, wrap the pipes and insulation in plastic and remove the pipe by sections. Containerize asbestos containing material while wet. Do not allow asbestos material to accumulate or become dry. Lower and otherwise handle asbestos containing material as indicated in 40 CFR 61-SUBPART M.

3.2.6.1 Sealing Contaminated Items Designated for Disposal

There does not appear to be any contaminated items designated for disposal.

3.2.6.2 Exposed Pipe Insulation Edges

Contain edges of asbestos insulation to remain that are exposed by a removal operation. Wet and cut the rough ends true and square with sharp

tools and then encapsulate the edges with a 1/4 inch thick layer of non-asbestos containing insulating cement troweled to a smooth hard finish. When cement is dry, lag the end with a layer of non-asbestos lagging cloth, overlapping the existing ends by at least 4 inches. When insulating cement and cloth is an impractical method of sealing a raw edge of asbestos, take appropriate steps to seal the raw edges as approved by the Contracting Officer.

3.2.7 Methods of Compliance

3.2.7.1 Mandated Practices

The specific abatement techniques and items identified must be detailed in the Contractor's AHAP. Use the following engineering controls and work practices in all operations, regardless of the levels of exposure:

- a. Vacuum cleaners equipped with HEPA filters.
- b. Wet methods or wetting agents except where it can be demonstrated that the use of wet methods is unfeasible due to the creation of electrical hazards, equipment malfunction, and in roofing.
- c. Prompt clean-up and disposal.
- d. Inspection and repair of polyethylene.
- e. Cleaning of equipment and surfaces of containers prior to removing them from the equipment room or area.

3.2.7.2 Control Methods

Use the following control methods:

- a. Local exhaust ventilation equipped with HEPA filter;
- b. Enclosure or isolation of processes producing asbestos dust;
- c. Where the feasible engineering and work practice controls are not sufficient to reduce employee exposure to or below the PELs, use them to reduce employee exposure to the lowest levels attainable and must supplement them by the use of respiratory protection.

3.2.7.3 Unacceptable Practices

The following work practices must not be used:

- a. High-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.
- b. Compressed air used to remove asbestos containing materials, unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air.
- c. Dry sweeping, shoveling, or other dry clean up.
- d. Employee rotation as a means of reducing employee exposure to asbestos.

3.2.8 Class I Work Procedures

In addition to requirements of paragraphs MANDATED PRACTICES and CONTROL METHODS, the following engineering controls and work practices must be used:

- a. A Competent Person must supervise the installation and operation of the control methods.
- b. For jobs involving the removal of more than 25 feet or 10 square feet of TSI or surfacing material, place critical barriers over all openings to the regulated area.
- c. HVAC systems must be isolated in the regulated area by sealing with a double layer of plastic or air-tight rigid covers.
- d. Impermeable dropcloths (6 mil or greater thickness) must be placed on surfaces beneath all removal activity.
- e. Where a negative exposure assessment has not been provided or where exposure monitoring shows the PEL was exceeded, the regulated area must be ventilated with a HEPA unit and employees must use PPE.

3.2.9 Specific Control Methods for Class I Work

Use Class I work procedures, control methods and removal methods for the following ACM:

- a. Spray Applied Fireproofing
- b. Gypsum Wallboard and Joint Compound
- c. Thermal System Insulation and Mudded Pipe Fittings
- d. Plaster and Textured Ceilings and Walls
- e. Vermiculite

3.2.9.1 Negative Pressure Enclosure (NPE) System

The system must provide at least four air changes per hour inside the containment. The local exhaust unit equipment must be operated 24-hours per day until the containment is removed. The NPE must be smoke tested for leaks at the beginning of each shift and be sufficient to maintain a minimum pressure differential of minus 0.02 inch of water column relative to adjacent, unsealed areas. Pressure differential must be monitored continuously, 24-hours per day, with an automatic manometric recording instrument and Records must be provided daily on the same day collected to the Contracting Officer. The Contracting Officer must be notified immediately if the pressure differential falls below the prescribed minimum. The building ventilation system must not be used as the local exhaust system for the regulated area. The NPE must terminate outdoors unless an alternate arrangement is allowed by the Contracting Officer. All filters used must be new at the beginning of the project and must be periodically changed as necessary and disposed of as ACM waste.

3.2.9.2 Glovebag Systems

Glovebags must be used without modification, smoke-tested for leaks, and

completely cover the circumference of pipe or other structures where the work is to be done. Glovebags must be used only once and must not be moved. Glovebags must not be used on surfaces that have temperatures exceeding 150 degrees F. Prior to disposal, glovebags must be collapsed using a HEPA vacuum. Before beginning the operation, loose and friable material adjacent to the glovebag operation must be wrapped and sealed in 2 layers of plastic or otherwise rendered intact. At least two persons must perform glovebag removal. Asbestos regulated work areas must be established for glovebag abatement. Designated boundary limits for the asbestos work must be established with rope or other continuous barriers and all other requirements for asbestos control areas must be maintained, including area signage and boundary warning tape.

- a. Attach HEPA vacuum systems to the bag to prevent collapse during removal of ACM.
- b. The negative pressure glove boxes must be fitted with gloved apertures and a bagging outlet and constructed with rigid sides from metal or other material which can withstand the weight of the ACM and water used during removal. A negative pressure must be created in the system using a HEPA filtration system. The box must be smoke tested for leaks prior to each use.

3.2.9.3 Mini-Enclosure

Single bulkhead containment Double bulkhead containment or Mini-containment (small walk-in enclosure) to accommodate no more than two persons, may be used if the disturbance or removal can be completely contained by the enclosure. The mini-enclosure must be inspected for leaks and smoke tested before each use. Air movement must be directed away from the employee's breathing zone within the mini-enclosure.

3.2.9.4 Wrap and Cut Operation

Prior to cutting pipe, the asbestos-containing insulation must be wrapped with polyethylene and securely sealed with duct tape to prevent asbestos becoming airborne as a result of the cutting process. The following steps must be taken: install glovebag, strip back sections to be cut 6 inches from point of cut, and cut pipe into manageable sections.

3.2.9.5 Class I Removal Method

Class I ACM must be removed using a control method described above. Prepare work area as previously specified. Establish designated limits for the asbestos regulated work area with the use of red barrier tape, critical barriers, signs, and maintain all other requirements for asbestos control area. Spread one layer of 6-mil seamless plastic sheeting on the floor below the work area. Bag all asbestos debris which has fallen to the floor as asbestos-containing debris. Place all debris in plastic disposal bags of 6-mil minimum thickness. Once the material is in the disposal bag, apply additional water as needed to achieve "adequately wet" conditions for NESHAP compliance. Place bagged asbestos waste under negative pressure with the use of a HEPA vacuum, goose neck and duck tape to seal the bag, wash to remove any visible contamination and place into a second 6-mil minimum thickness disposal bag. Containerize asbestos containing waste while wet. Lower and otherwise handle asbestos containing materials as indicated in 40 CFR 61-SUBPART M. Conduct area monitoring of airborne fibers during the work shift at the designated limits of the asbestos work area and conduct personal samples of each

worker engaged in the work. If the quantity of airborne asbestos fibers monitored at the breathing zone of the workers or the designated limits at any time exceeds background or 0.01 fibers per cubic centimeter, whichever is greater, stop work, and immediately correct the situation.

3.2.10 Class II Work Procedures

In addition to the requirements of paragraphs MANDATED PRACTICES and CONTROL METHODS, the following engineering controls and work practices must be used:

- a. A Competent Person must supervise the work.
- b. For indoor work, critical barriers must be placed over all openings to the regulated area.
- c. Impermeable dropcloths must be placed on surfaces beneath all removal activity.

3.2.11 Specific Control Methods for Class II Work

3.2.11.1 Vinyl and Asphaltic Flooring Materials, Carpet and Mastic

Establish designated limits for the asbestos regulated work area with the use of red barrier tape, critical barriers, signs, and maintain all other requirements for asbestos control area except local exhaust. A detached decontamination system may be used. When removing vinyl floor tile and mastic carpet and mastic which contains ACM, use the following practices. Remove using adequately wet methods. Remove intact (if possible). Do not sand flooring or its backing. Scrape residual adhesive and backing using wet methods. Mechanical chipping is prohibited unless performed in a negative pressure enclosure. Dry sweeping is prohibited. Use vacuums equipped with HEPA filter, disposable dust bag, and metal floor tool (no brush) to clean floors. Place debris into a 6-mil minimum thickness disposal bag or other approved container. Once the material is in the disposal bag, apply additional water as needed to achieve "adequately wet" conditions for NESHAP compliance. Place bagged asbestos waste under negative pressure with the use of a HEPA vacuum, goose neck and duck tape to seal the bag, wash to remove any visible contamination and place into a second 6-mil minimum thickness disposal bag. Containerize asbestos containing waste while wet. Lower and otherwise handle asbestos containing materials as indicated in 40 CFR 61-SUBPART M. Conduct area monitoring of airborne fibers during the work shift at the designated limits of the asbestos work area and conduct personal samples of each worker engaged in the work. If workers the airborne fiber concentration of the workers or designated limits at any time exceeds background or 0.01 fibers per cubic centimeter, whichever is greater, stop work immediately and correct the situation.

3.2.11.2 Sealants and Mastic

Establish designated limits for the asbestos regulated work area with the use of red barrier tape, critical barriers and signs, and maintain all other requirements for asbestos control area except local exhaust. Spread 6-mil plastic sheeting on the ground around the perimeter of the work area extending out in all directions. Using adequately wet methods, carefully remove the ACM sealants and mastics using a scraper or knife blade. As it is removed place the material into a disposal bag. Make every effort to keep the asbestos material from falling to the ground or work area floor

below. Dry sweeping is prohibited. Use vacuums equipped with HEPA filter and disposable dust bag. Place debris into a 6-mil minimum thickness disposal bag or other approved container. Once the material is in the disposal bag, apply additional water as needed to achieve "adequately wet" conditions for NESHAP compliance. Place bagged asbestos waste under negative pressure with the use of a HEPA vacuum, goose neck and duck tape to seal the bag, wash to remove any visible contamination and place into a second 6-mil minimum thickness disposal bag. Containerize asbestos containing waste while wet. Lower and otherwise handle asbestos containing materials as indicated in 40 CFR 61-SUBPART M. Conduct area monitoring of airborne fibers during the work shift at the designated limits of the asbestos work area and conduct personal samples of each worker engaged in the work. If the airborne fiber concentration of the workers or at designated limits at any time exceeds background or 0.01 fibers per cubic centimeter, whichever is greater, stop work immediately and correct the situation.

3.2.11.3 Suspect Fire Doors

Establish designated limits for the asbestos regulated work area with the use of red barrier tape, critical barriers, signs, and maintain all other requirements for asbestos control area except local exhaust. A detached decontamination system may be used. Spread 6-mil plastic sheeting on the ground beneath the work area and around the perimeter of the work area extending out in all directions. Remove door intact from hinges and wrap with 6-mil plastic sheeting. Inspect the interior areas of the door to determine if ACM is present. If ACM is not present the door may be disposed of as general construction debris. If ACM is present place whole door in enclosed container for disposal. Conduct area monitoring of airborne fibers during the work shift at the designated limits of the asbestos work area and conduct personal samples of each worker engaged in the work. If the airborne fiber concentration of the workers or designated limits at any time exceeds background or 0.01 fibers per cubic centimeter, whichever is greater, stop work immediately and correct the situation.

3.2.12 Abatement of Asbestos Contaminated Soil

There does not appear to be a need for asbestos contaminated soil removal. However, if asbestos contaminated soil removal becomes necessary, the following sections shall apply.

Establish designated limits for the asbestos regulated work area with the use of red barrier tape, critical barriers, signs, and maintain all other requirements for asbestos control area except local exhaust. Asbestos contaminated soil must be removed from areas to a minimum depth of 2 inches. Soil must be thoroughly dampened with amended water and then removed by manual shoveling into labeled containers. Place debris into a 6-mil minimum thickness disposal bag or other approved container. Once the material is in the disposal bag, apply additional water as needed to achieve "adequately wet" conditions for NESHAP compliance. Place bagged asbestos waste under negative pressure with the use of a HEPA vacuum, goose neck and duck tape to seal the bag, wash to remove any visible contamination and place into a second 6-mil minimum thickness disposal bag. Containerize asbestos containing waste while wet. Conduct area monitoring of airborne fibers during the work shift at the designated limits of the asbestos work area and conduct personal samples of each worker engaged in the work. If the airborne fiber concentration of the workers or designated limits at any time exceeds background or 0.01 fibers

per cubic centimeter, whichever is greater, stop work immediately and correct the situation.

3.2.13 Air Sampling

Perform sampling of airborne concentrations of asbestos fibers in accordance with 29 CFR 1926.1101, the Contractor's air monitoring plan and as specified herein. Sampling performed in accordance with 29 CFR 1926.1101 must be performed by the PQP. Sampling performed for environmental and quality control reasons must be performed by the PQP and GC. Unless otherwise specified, use NIOSH Method 7400 for sampling and analysis. Monitoring may be duplicated by the Government at the discretion of the Contracting Officer. If the air sampling results obtained by the Government differ from those results obtained by the Contractor, the Government will determine which results predominate. Results of breathing zone samples must be posted at the job site and made available to the Contracting Officer. Submit all documentation regarding initial exposure assessments, negative exposure assessments, and air-monitoring results.

3.2.13.1 Sampling Prior to Asbestos Work

Provide area air sampling and establish the baseline one day prior to the masking and sealing operations for each demolition and/or removal encapsulation site. Establish the background by performing area sampling in similar but uncontaminated sites in the building.

3.2.13.2 Sampling During Asbestos Work

The PQP must provide personal and area sampling as indicated in 29 CFR 1926.1101 and governing environmental regulations. Breathing zone samples must be taken for at least 25 percent of the workers in each shift, or a minimum of two, whichever is greater. Air sample fiber counting must be completed and results provided within 24-hours (breathing zone samples), and 16 hours (environmental/clearance monitoring) after completion of a sampling period. In addition, provided the same type of work is being performed, provide area sampling at least once every work shift close to the work inside the enclosure, outside the clean room entrance to the enclosure, and at the exhaust opening of the local exhaust system. If sampling outside the enclosure shows airborne levels have exceeded background or 0.01 fibers per cubic centimeter, whichever is greater, stop all work, correct the condition(s) causing the increase, and notify the Contracting Officer immediately. Where alternate methods are used, perform personal and area air sampling at locations and frequencies that will accurately characterize the evolving airborne asbestos levels. The written results must be signed by testing laboratory analyst, testing laboratory principal and the Contractor's PQP / GC. The air sampling results must be documented on a Contractor's daily air monitoring log.

The PQP must provide personal sampling as indicated in 29 CFR 1926.1101. Breathing zone samples must be taken for at least 25 percent of the workers in each shift, or a minimum of two, whichever is greater. Breathing zone samples must be taken for at least 25 percent of the workers in each shift, or a minimum of two, whichever is greater. Air sample fiber counting must be completed and results provided within 24-hours (breathing zone samples), and 16 hours (environmental/clearance monitoring) after completion of a sampling period. At the same time the GC will provide area sampling close to the work inside the enclosure, outside the clean room entrance to the enclosure, and at the exhaust

opening of the local exhaust system. In addition, provided the same type of work is being performed, the GC will provide area sampling once every work shift close to the work inside the enclosure, outside the clean room entrance to the enclosure, and at the exhaust opening of the local exhaust system. If sampling outside the enclosure shows airborne levels have exceeded background or 0.01 fibers per cubic centimeter, whichever is greater, stop all work, correct the condition(s) causing the increase, and notify the Contracting Officer immediately. Where alternate methods are used, perform personal and area air sampling at locations and frequencies that will accurately characterize the evolving airborne asbestos levels. The written results must be signed by testing laboratory analyst, testing laboratory principal and the Contractor's PQP / GC. The air sampling results must be documented on a Contractor's daily air monitoring log.

3.2.13.3 Final Clearance Requirements, NIOSH PCM Method

For PCM sampling and analysis using NIOSH NMAM Method 7400, the fiber concentration inside the abated regulated area, for each airborne sample, must be less than 0.01 f/cc. The abatement inside the regulated area is considered complete when every PCM final clearance sample is below the clearance limit. If any sample result is greater than 0.01 total f/cc, the asbestos fiber concentration (asbestos f/cc) must be confirmed from that same filter using NIOSH NMAM Method 7402 (TEM) at Contractor's expense. If any confirmation sample result is greater than 0.01 asbestos f/cc, abatement is incomplete and cleaning must be repeated at the Contractor's expense. Upon completion of any required recleaning, resampling with results to meet the above clearance criteria must be done at the Contractor's expense.

3.2.13.4 Final Clearance Requirements, EPA TEM Method

For EPA TEM sampling and analysis, using the EPA Method specified in 40 CFR 763, abatement inside the regulated area is considered complete when the arithmetic mean asbestos concentration of the five inside samples is less than or equal to 70 structures per square millimeter (70 S/mm). When the arithmetic mean is greater than 70 S/mm, the three blank samples must be analyzed. If the three blank samples are greater than 70 S/mm, resampling must be done. If less than 70 S/mm, the five outside samples must be analyzed and a Z-test analysis performed. When the Z-test results are less than 1.65, the decontamination must be considered complete. If the Z-test results are more than 1.65, the abatement is incomplete and cleaning must be repeated. Upon completion of any required recleaning, resampling with results to meet the above clearance criteria must be done at the Contractor's expense.

3.2.13.5 Sampling After Final Clean-Up (Clearance Sampling)

Provide area sampling of asbestos fibers and establish an airborne asbestos concentration of less than 0.01 fibers per cubic centimeter after final clean-up but before removal of the enclosure or the asbestos work control area. After final cleanup and the asbestos control area is dry but prior to clearance sampling, the PQP and GC must perform a visual inspection in accordance with ASTM E1368 to ensure that the asbestos control and work area is free of any accumulations of dirt, dust, or debris. Prepare a written report signed and dated by the PQP documenting that the asbestos control area is free of dust, dirt, and debris and all waste has been removed. Perform at least 5 samples. Use transmission electron microscopy (TEM) to analyze clearance samples and report the results in accordance with current NIOSH criteria. The asbestos fiber

counts from these samples must be less than 0.01 fibers per cubic centimeter or be not greater than the background, whichever is greater. Should any of the final samples indicate a higher value take appropriate actions to re-clean the area and repeat the sampling and PCM analysis at the Contractor's expense.

3.2.13.6 Air Clearance Failure

If clearance sampling results fail to meet the final clearance requirements, pay all costs associated with the required recleaning, resampling, and analysis, until final clearance requirements are met.

3.2.14 Lock-Down

Prior to removal of plastic barriers and after pre-clearance clean up of gross contamination, the PQPGC must conduct a visual inspection of all areas affected by the removal/encapsulation in accordance with ASTM E1368. Inspect for any visible fibers, and to ensure that encapsulants were applied evenly and appropriately.

3.2.15 Site Inspection

While performing asbestos engineering control work, the Contractor must be subject to on-site inspection by the Contracting Officer who may be assisted by or represented by safety or industrial hygiene personnel. If the work is found to be in violation of this specification, the Contracting Officer or his representative will issue a stop work order to be in effect immediately and until the violation is resolved. All related costs including standby time required to resolve the violation must be at the Contractor's expense.

3.3 CLEAN-UP AND DISPOSAL

3.3.1 Housekeeping

Essential parts of asbestos dust control are housekeeping and clean-up procedures. Maintain surfaces of the asbestos control area free of accumulations of asbestos fibers. Give meticulous attention to restricting the spread of dust and debris; keep waste from being distributed over the general area. Use HEPA filtered vacuum cleaners. DO NOT BLOW DOWN THE SPACE WITH COMPRESSED AIR. When asbestos removal is complete, all asbestos waste is removed from the work-site, and final clean-up is completed, the Contracting Officer will attest that the area is safe before the signs can be removed. After final clean-up and acceptable airborne concentrations are attained but before the HEPA unit is turned off and the enclosure removed, remove all pre-filters on the building HVAC system and provide new pre-filters. Dispose of filters as asbestos contaminated materials. Reestablish HVAC mechanical, and electrical systems in proper working order. The Contracting Officer will visually inspect all surfaces within the enclosure for residual material or accumulated dust or debris. The Contractor must re-clean all areas showing dust or residual materials. If re-cleaning is required, air sample and establish an acceptable asbestos airborne concentration after re-cleaning. The Contracting Officer must agree that the area is safe in writing before unrestricted entry will be permitted. The Government must have the option to perform monitoring to determine if the areas are safe before entry is permitted.

3.3.2 Title to Materials

All waste materials, except as specified otherwise, become the property of the Contractor and must be disposed of as specified in applicable local, State, and Federal regulations and herein.

3.3.3 Disposal of Asbestos

3.3.3.1 Procedure for Disposal

Coordinate all waste disposal manifests with the Contracting Officer and NAVFAC EV. Collect asbestos waste, contaminated waste water filters, asbestos contaminated water, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing which may produce airborne concentrations of asbestos fibers and place in sealed fiber-proof, waterproof, non-returnable containers (e.g. double plastic bags 6 mils thick, cartons, drums or cans). Wastes within the containers must be adequately wet in accordance with 40 CFR 61-SUBPART M. Affix a warning and Department of Transportation (DOT) label to each container including the bags or use at least 6 mils thick bags with the approved warnings and DOT labeling preprinted on the bag. Clearly indicate on the outside of each container the name of the waste generator and the location at which the waste was generated. Prevent contamination of the transport vehicle (especially if the transport vehicle is a rented truck likely to be used in the future for non-asbestos purposes). These precautions include lining the vehicle cargo area with plastic sheeting (similar to work area enclosure) and thorough cleaning of the cargo area after transport and unloading of asbestos debris is complete. Dispose of waste asbestos material at an Environmental Protection Agency (EPA) or State-approved asbestos landfill off Government property. For temporary storage, store sealed impermeable bags in asbestos waste drums or skids. An area for interim storage of asbestos waste-containing drums or skids will be assigned by the Contracting Officer or his authorized representative. Comply with 40 CFR 61-SUBPART M, State, regional, and local standards for hauling and disposal. Sealed plastic bags may be dumped from drums into the burial site unless the bags have been broken or damaged. Damaged bags must remain in the drum and the entire contaminated drum must be buried. Uncontaminated drums may be recycled. Workers unloading the sealed drums must wear appropriate respirators and personal protective equipment when handling asbestos materials at the disposal site.

3.3.3.2 Asbestos Disposal Quantity Report

Direct the PQP to record and report, to the Contracting Officer, the amount of asbestos containing material removed and released for disposal. Deliver the report for the previous day at the beginning of each day shift with amounts of material removed during the previous day reported in linear feet or square feet as described initially in this specification and in cubic feet for the amount of asbestos containing material released for disposal.

Allow the GC to inspect, record and report the amount of asbestos containing material removed and released for disposal on a daily basis.

-- End of Section --

SECTION 09 68 00

CARPETING

11/17, CHG 2: 08/20

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 within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D2859	(2016) Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
ASTM D5848	(2020) Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Coverings
ASTM D7330	(2015) Standard Test Method for Assessment of Surface Appearance Change in Pile Floor Coverings Using Standard Reference Scales
ASTM E648	(2023) Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
ASTM E662	(2021a; E 2021) Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH)

CDPH SECTION 01350	(2017; Version 1.2) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources using Environmental Chambers
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CARPET AND RUG INSTITUTE (CRI)

CRI 104	(2015) Carpet Installation Standard for Commercial Carpet
CRI 105	(2015) Carpet Installation Standard for Residential Carpet
CRI Test Method 103	(2015) Standard Test Method for the Evaluation of Texture Appearance Retention of Carpet Standards Program

GREEN SEAL (GS)

GS-36	(2013) Adhesives for Commercial Use
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 253 (2011) Standard Method of Test for
Critical Radiant Flux of Floor Covering
Systems Using a Radiant Heat Energy Source

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)

SCAQMD Rule 1113 (2016) Architectural Coatings

SCAQMD Rule 1168 (2022) Adhesive and Sealant Applications

1.2 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Carpet; G

SD-04 Samples

Carpet; G
Moisture and Alkalinity Tests; G

SD-08 Manufacturer's Instructions

Surface Preparation

SD-10 Operation and Maintenance Data

Cleaning and Protection

SD-11 Closeout Submittals

Warranty

1.3 DELIVERY, STORAGE, AND HANDLING

Deliver materials to the site in the manufacturer's original wrappings and packages clearly labeled with the manufacturer's name, brand name, size, dye lot number, and related information. Remove materials from packaging and store them in a clean, dry, well ventilated area protected from damage, soiling, and moisture, and maintain at a temperature above 60 degrees F for 2 days prior to installation. Do not store carpet near materials that may off gas or emit harmful fumes, such as kerosene heaters, fresh paint, or adhesives.

1.4 AMBIENT CONDITIONS

Maintain areas in which carpeting is to be installed at a temperature above 60 degrees F and below 90 degrees F for 2 days before installation, during installation, and for 2 days after installation. Provide temporary ventilation during work of this section. Maintain a minimum temperature of 55 degrees F thereafter for the duration of the contract.

1.5 WARRANTY

Provide manufacturer's standard performance guarantees or warranties including minimum ten year wear warranty, two year material and workmanship and ten year tuft bind and delamination.

PART 2 PRODUCTS

AMENDMENT 0003

2.1 CARPET

Furnish first quality carpet that is free of visual blemishes, streaks, poorly dyed areas, fuzzing of pile yarn, spots or stains, and other physical and manufacturing defects. Provide carpet materials and treatments as reasonably nonallergenic and free of other recognized health hazards. Provide a static control construction on all grade carpets which gives adequate durability and performance. Submit manufacturer's catalog data and printed documentation stating physical characteristics, durability, resistance to fading, and flame resistance characteristics for each type of carpet material and installation accessory. Submit manufacturer's Product Data for Carpet. Also, submit Samples of the following:

- a. Carpet: Two "Production Quality" samples 18 by ~~18~~36 inches of each carpet proposed for use, showing quality, pattern, and color specified

2.1.1 Indoor Air Quality Requirements

Products must meet emissions requirements of CDPH SECTION 01350.

2.1.2 Physical Characteristics for Modular Tile Carpet

2.1.2.1 Carpet Construction

Tufted

2.1.2.2 Type

Modular Carpet Tile 18 by 36 inches
Provide carpet with a greater than or equal to 3.5 (Severe) TARR traffic level clasification in accordance with ASTM D7330 or CRI Test Method 103.

2.1.2.3 Pile Type

Loop Pile. **Pile Thickness shall be .101 inches or greater.**

2.1.2.4 Pile Fiber

~~100% Milliken-Certified Wearon Nylon Type 6.6~~ **Commercial 100 percent branded (federally registered trademark) Nylon.**

2.1.2.5 Pile Height

~~0.08 inch~~ Finished Pile Thickness shall be .101 inches or greater.

2.1.2.6 ~~Tufts per Square Inch~~ Total Thickness

~~82.4~~ Total Thickness shall be a minimum of .271 Inches.

2.1.2.7 Surface Pile Weight

Minimum ~~1923~~ ounces per square yard average. ~~This does not include weight of backings.~~ Determine weight in accordance with ASTM D5848. Average density of carpet tiles shall be 8198 ounces per cubic yard or greater.

2.1.2.8 Backing Materials

~~PVC-Free Underscore ES cushion.~~ Provide primary synthetic backing materials like those customarily used and accepted by the trade for each type of carpet. Provide secondary backing to suit project requirements of those customarily used and accepted by the trade for each type of carpet.

AMENDMENT 0003

2.2 PERFORMANCE REQUIREMENTS

2.2.1 Flammability and Critical Radiant Flux Requirements

Minimum of 0.22 watts/sq cm, when tested with ASTM E648 or NFPA 253.

2.2.2 Surface Flammability Ignition

Pass ASTM D2859 (the 'pill test'). Flammability passes Class 1 (ASTM E648) Radiant Panel; $\geq 0.45.b$.

2.2.3 VOC Content

Provide CRI Greel Label Plus certified product; in lieu of labeling, independent test report showing compliance is acceptable.

2.2.4 Smoke Density

ASTM E662 ≤ 450 .

AMENDMENT 0003

2.2.5 Treatments

~~StainSmart.~~ Soil resistant treatment required.

2.3 ADHESIVES AND CONCRETE PRIMER

Comply with applicable regulations regarding toxic and hazardous materials. Provide water resistant, mildew resistant, nonflammable, and nonstaining adhesives and concrete primers for carpet installation as required by the carpet manufacturer. Non-aerosol adhesive products used on the interior of the building (defined as inside of the weatherproofing system) must meet either emissions requirements of CDPH SECTION 01350 (limit requirements for either office or classroom spaces regardless of space type) or VOC content requirements of SCAQMD Rule 1168. Aerosol adhesive products used on the interior of the building (defined as inside

of the weatherproofing system) must meet either emissions requirements of CDPH SECTION 01350 (limit requirements for either office or classroom spaces regardless of space type) or VOC content requirements of GS-36. Concrete primer products used on the interior of the building (defined as inside of the weatherproofing system) must meet either emissions requirements of CDPH SECTION 01350 (limit requirements for either office or classroom spaces regardless of space type) or VOC content requirements of SCAQMD Rule 1113.

2.4 COLOR, TEXTURE, AND PATTERN

- a. Color: ~~To match existing Building 28 colors and patterns.~~ To be selected by user.
- b. Pattern: ~~Eye contact, Monolithic Install~~ pattern to be selected by user.
- c. Pattern Repeat: 18" W x ~~15.5~~36" L.

AMENMENT 0003

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Do not install carpet on surfaces that are unsuitable and will prevent a proper installation. Prepare subfloor in accordance with flooring manufacturer's recommended instructions. Repair holes, cracks, depressions, or rough areas using material recommended by the carpet or adhesive manufacturer. Free floor of any foreign materials and sweep clean. Before beginning work, test subfloor with glue and carpet to determine "open time" and bond. Submit three copies of the manufacturer's printed Installation instructions for the carpet, including Surface Preparation, seaming techniques, and recommended adhesives and tapes.

3.2 MOISTURE AND ALKALINITY TESTS

Test concrete slab for moisture content and excessive alkalinity in accordance with CRI 104/CRI 105. Submit three copies of reports of Moisture and Alkalinity Tests including content of concrete slab stating date of test, person conducting the test, and the area tested.

3.3 PREPARATION OF CONCRETE SUBFLOOR

Do not commence installation of the carpeting until concrete substrate is at least 90 days old. Prepare the concrete surfaces in accordance with the carpet manufacturer's instructions. Match carpet, when required, and adhesives to prevent off-gassing to a type of curing compounds, leveling agents, and concrete sealer.

3.4 INSTALLATION

Perform all work by manufacturer's approved installers. Conduct installation in accordance with the manufacturer's printed instructions and CRI 104/CRI 105. Protect edges of carpet meeting hard surface flooring with molding and install in accordance with the molding manufacturer's printed instructions. Follow ventilation, personal protection, and other safety precautions recommended by the adhesive manufacturer. Continue ventilation during installation and for at least

72 hours following installation. Do not permit traffic or movement of furniture or equipment in carpeted area for 24 hours after installation. Complete other work which would damage the carpet prior to installation of carpet.

Do not install building construction materials that show visual evidence of biological growth.

3.5 CLEANING AND PROTECTION

Submit three copies of carpet manufacturer's maintenance instructions describing recommended type of cleaning equipment and material, spotting and cleaning methods, and cleaning cycles.

3.5.1 Cleaning

After installation of the carpet, remove debris, scraps, and other foreign matter. Remove soiled spots and adhesive from the face of the carpet with appropriate spot remover. Cut off and remove protruding face yarn. Vacuum carpet clean.

3.5.2 Protection

Protect the installed carpet from soiling and damage with heavy, reinforced, nonstaining kraft paper, plywood, or hardboard sheets. Lap and secure edges of kraft paper protection to provide a continuous cover. Restrict traffic for at least 48 hours. Remove protective covering when directed by the Contracting Officer.

3.6 MAINTENANCE

3.6.1 Extra Materials

Provide extra material from same dye lot consisting of uncut carpet tiles for future maintenance. Provide a minimum of three percent of total square yards of each carpet type, pattern, and color.

-- End of Section --

APPENDIX B

NOBLE TRAINING FACILITY (NTF) FIRE DOOR REPLACEMENT
SCHEDULE

APPENDIX B- ACM FIRE DOOR SLABS TO BE REPLACED

*Note: The contractor shall be responsible verification of the size and fitment of all replacement doors prior to procurement and installation of doors.

ROOM #	NOTES	DOOR SCHEDULE IDENTIFIER	ROOM #	NOTES	DOOR SCHEDULE IDENTIFIER
BASEMENT			2nd FLOOR (Continued)		
Stairwell #5	Adjacent to Elevator (QTY 2)	BC S2A	2096		E2F 4D
Corridor BB-C2	Adjacent to room 0052 (QTY 2)	BB C2B	2095		E2F 3D
Corridor BB-C2	Adjacent to room 0044 (QTY 2)	BB C2A	2085		E2E 5A
0048	Linen Exchange (QTY 2)	BC 6A	2084		E2E 7A
0044	Soiled Linen (QTY 2)	BC 1A	2093		E2E 29A
0026	Janitor Closet	BA 13A	2083	(QTY 2)	E2E 3A & E2A 3B
1st FLOOR			2082		E2E 4A
1018		E1K 1A	2099		E2E 23A
Stairwell #3		<u>E1J S3A</u>	2108		E2F 10A
Corridor	Adjacent to room 1000 (QTY 2)	E1J C1A	2102		E2E 14A
1234		E1H 2A	Stairwell #1	(QTY 2)	E2F S1A
1215		E1G 52A	2111		E2F 17A
1239	Adjacent to room 1181 (QTY 2)	46" x 79"	2110		E2F 15A
Stairwell #1		E1G S1A	2114		E2F 20A
1196E		E1G 5AA	2115		E2F 23A
1199		E1G 2A	2116		E2F 24A
1200		E1G 1A	2117		E2F 27A
1171		1F 2A	2118		E2F 28A
1130 (1110)	Room Config Change	1A 27A (3' x 7' RH)	2123		46" x 79" RH
1129E		1A 3A	2124		E2G 5A
Janitor Closet	Adjacent to room 1142	1D 9A	2125		E2G 8A
1155E		1E 14A	2126		E2G 9A
1183		1F 16A	2152		E2G 34B
1179		1F 23A	2141		E2G 34A
1177		1F 24A	2127		E2G 12A
1176		1F 26A	2128		E2G 13A
FD103 (Corridor)	Adjacent to room 1181 (QTY 2)	<u>1B C10F</u>	2150		E2G 37A
1044E		1C 15B	2129		E2G 16A
1045		1C 15A	2130		E2G17A
1056		1C 10A	Stairwell #3	(QTY 2)	<u>E2G S3A</u>
1055		1C 12A	2131		E2G 19A
1058		1C 6A	2132		E2G 21A
1175		1B C10C	2133		E2G 24A
1175E		1FC 5A	2134		E2G 25A
2nd FLOOR			2142		E2G 36A
2080E	(QTY 2) adjacent to 2077	2C 29A	2135		E2G 28A
2070	(QTY 2)	2C 30A	2136		E2G 29A
2078		2C 36A	2137		E2G 1A
2079		2C 35A	Stairwell #5	(QTY 2)	<u>2C S1A</u>
2054		2C 7A	Stairwell #4	(QTY 2)	2D S2A
2060E	(QTY 2)	2C 25A			
Coridor Entry	(QTY 2) Adjacent to room 2058	2C C1C			
Coridor Entry	(QTY 2) Adjacent to room 2065	2C C1B			
Coridor Entry	(QTY 2) Adjacent to room 2048	2C C1A			
2055		2C 9A			
2066		2C 21A			
2075		2C 34A			
2076		2C 29B			
Stairwell #2	(QTY 2)	E2F S2A			
2094		E2F 2A			
2092	(QTY 2)	E2E 28A : E2E 28B			

APPENDIX E

NOBLE TRAINING FACILITY (NTF) - CADD FILES

(Provided separately)

Files Included:

APP_E_Noble Basement Floor.dwg

APP_E_NTF 1st floor Plan.dwg

APP_E_Noble 2nd Floor.dwg

APP_E_Noble 3rd Flr.dwg