SPECIFICATIONS
(FOR CONSTRUCTION CONTRACT)

Solicitation No. DACW45-03-R-0001

Generator Rewind, Unit 3
Fort Peck Powerhouse

Fort Peck, MT

March 2003

US Army Corps
of Engineers
Omaha District

Generator Rewind, Unit 3
Fort Peck Powerhouse, Fort Peck, MT

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY CODE CT

U S ARMY ENGINEER DISTRICT, OMAHA
106 South 15th Street
Omaha, Nebraska 68102-1618

8. ADDRESS OFFER TO

U.S.ARMY CORPS OF ENGINEERS, OMAHA
Attn: CONTRACTING DIVISION (CENWO-CT)
106 South 15th Street
Omaha, Nebraska 68102-1618

9. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	See SECTION 00100, Para. 13	See SECTION 00100, Para. 13

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):

The Offeror hereby agrees to do all the work described in these documents entitled:

Generator Rewind, Unit 3, Fort Peck Powerhouse, Fort Peck, MT.

RETURN WITH PROPOSAL: INFORMATION REQUIRED BY SECTION 00110; SECTION 00010 (SF1442); AND SECTION 00600

OTHER BONDING INFORMATION: SEE CONTRACT CLAUSES CLAUSE "PERFORMANCE AND PAYMENT BONDS".

11. The Contractor shall begin performance within 10 calendar days and complete it within 330 calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____ .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 6 copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 18 Apr 2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

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

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

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
DUNS Number:	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 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS ▶ See attached Bidding Schedule

Contractor's Fax No._____ CAGE CODE _____

Contractor's E-Mail address_____

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY
U.S. Army Engineer District, Omaha 106 South 15th Street Omaha, Nebraska 68102-1618	USAED Omaha c/o USACE Finance Center 5722 Integrity Drive Millington, TN 38054-5005

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

BID SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	BASIC				
0001	Reassemble Generator SECTION 15991	1	Job	XXXXX	$_____
0002	Furnish Complete Set of Stator Bars Including All Supplies and Accessories To Make up a Complete New Winding Including Factory Testing, SECTION 16210	1	Job	XXXXX	$_____
0003	Furnish for Test and have Tested, Prototype Bars Identical to Bars to be Supplied in Item 0005 SECTION 16210	1	Job	XXXXX	$_____
0004	Furnish Spare Parts SECTION 16210	1	Job	XXXXX	$_____
0005	Furnish Stator Core Materials and Accessories SECTION 16210	1	Job	XXXXX	$_____
0006	Remove Stator Winding and Stator Core SECTION 16210	1	Job	XXXXX	$_____
0007	Install Stator Core SECTION 16210	1	Job	XXXXX	$_____
0008	Inspect, Clean, and Test Rotor, SECTION 16210	1	Job	XXXXX	$_____
0009	Install and Test Stator Winding, SECTION 16210	1	Job	XXXXX	$_____
0010	Perform Special Field Tests Tests, SECTION 16210	1	Job	XXXXX	$_____

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		OPTIONS			
0011	Parts and Materials SECTION 15991 (Optional)	NTE	XXXX	XXXXX	$10,000
MISCELLANEOUS HIRE					
0012	Miscellaneous Hire SECTION 15995	XX	XXXX	XXXXX	XXXXX
0012A	Miscellaneous Welding	Est. 25	LB	$_____	$_____
0012B	Machinist Hire	Est. 40	HR	$_____	$_____
0012C	Electrician Hire	Est. 40	HR	$_____	$_____
0012D	Welding Services	Est. 40	HR	$_____	$_____
0012E	Painter Hire	Est. 40	HR	$_____	$_____
0012F	Other Skilled Craftsman Hire	Est. 40	HR	$_____	$_____
0012G	General Laborer	Est. 40	HR	$_____	$_____
0012H	Liquid Penetrant Method	Est. 8	HR	$_____	$_____
0012I	Magnetic Particle Method	Est. 8	HR	$_____	$_____
0012J	Ultrasonic Method	Est. 8	HR	$_____	$_____

Total Amount (BASIC plus OPTIONS $_____

(in figures)

Notes:

1. See SECTION 00100, INSTRUCTIONS, CONDITIONS, & NOTICES TO BIDDERS for evaluation of options. The Government reserves the right to exercise the options within 330 calendar days after issuance of Notice to Proceed.

2. Bid prices must be entered for all items of the schedule. Total amount bids submitted without bid prices being entered on individual items will be rejected. Additions will be subject to verification by the Government. In case of variation between the lump-sum prices and the total amount, the lump-sum prices will be considered the bid.

3. A modification to a bid which provides for a single adjustment to the total amount bid, should state the application of the adjustment to each respective lump-sum price affected. If the modification is not so apportioned, the single adjustment will be applied to Item No. 2.

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SECTION 00100

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
(July 2000, Revised March 2003)

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SECTION 00100

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1 SOLICITATION RESTRICTIONS.

1.1 GENERAL CONTRACTOR.

This solicitation is unrestricted (not limited to small business concerns).

1.2 ESTIMATED CONSTRUCTION COST.

The estimated construction cost of this project is between $1,000,000 and $2,500,000.

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

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

(a) From the ASSIST database via the Internet at http://assist.daps.mil; or

(b) By submitting a request to the—

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(End of provision)

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

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

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

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

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and

legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

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

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

(i) The solicitation number;

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

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

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

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

(3) *Submission, modification, revision, and withdrawal of proposals*.

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

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

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

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

(*3*) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt

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

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

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

(f) *Contract award*. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s)

whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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

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

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

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

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

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

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

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

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

(11) The Government may disclose the following information in postaward debriefings to other offerors:

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

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

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

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

(End of provision)

4 CHANGES PRIOR TO RECEIVING OFFERS

The right is reserved, as the interest of the Government may require, to revise the specifications and/or Request For Proposal drawings prior to the date set for receiving offers. Such revisions will be announced by an amendment or amendments to this Request For Proposal. **It shall be the responsibility of the prospective offeror, subcontractor or supplier to obtain copies of amendments from the website listed in paragraph: PLAN HOLDER'S LIST below**. The Government may (but not required) send an amendment notification to let prospective offerors know that an amendment has been issued.

5 (FAR 52.216-1) TYPE OF CONTRACT (APR 1984).

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

6 (FAR 52.204-6) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

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

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

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

(End of provision)

7 SMALL BUSINESS SIZE STANDARD.

The small business size standard is gross annual receipts for its preceding 3 fiscal years did not exceed $28.5 million.

8 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS).

In accordance with Sector 23 of the NAICS Manual, the work in this solicitation is assigned classification code 237990.

9 (DFARS 252.204-7004) REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

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

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

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

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

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

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

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

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

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

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

10 (FAR 52.236-28) PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)

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

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

(1) Lump sum price;
(2) Alternate prices;
(3) Units of construction; or
(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

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

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

(End of provision)

11 (FAR 52.233-2) SERVICE OF PROTEST (AUG 1996).

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from District Counsel, 106 South 15th Street, Omaha, Nebraska 68102-1618.

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

12 (FAR 52.236-27) SITE VISIT (CONSTRUCTION) (FEB 1995).

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be

included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Contractors interested in inspecting the site of the proposed work should contact John Daggett, Fort Peck Project, PO Box 208, Fort Peck, MT 58223 Tele: (406) 526-3431.

13 OFFEROR'S QUESTIONS AND COMMENTS.

Questions and/or comments relative to these documents should be submitted via e-mail or mailed to: U.S. Army Corps of Engineers, Omaha District, ATTN: CENWO-CT-C 106 South 15th Street, Omaha, NE 68102-1618. Comments should reach this office no later than 20 calendar days prior to the date set for receiving of proposals, if feasible, in order that changes, if needed, may be added by amendment. E-mail addresses, FAX numbers, items for question and points of contact are listed below. Phone calls with questions should be made between 8:30 a.m. and 3:30 p.m. (Central Standard Time) Monday through Friday.

Note: A courtesy copy of all questions shall be sent to the Contract Specialist (Contractual Matters Point of Contact), the Program Manager and the Specifications Section (Technical Contents Points of Contact), except for Small Business questions. Small Business questions shall go to the Small Business Matters point of contact.

Items for Question	Points of Contact/ Phone numbers/ FAX Numbers	E-mail Addresses
Contractual Matters: Ordering hard copy Of the [proposal Documents][[plans and Specifications] [(5 paper and 6 CD-ROM sets) for Contractor][(limit One set per firm)]/ Amendments (May be fax, [CD-ROM,] e-mail or Paper)/ Receipt of Offers	Barbara Lindstrom 402-221-4275 (phone) 402-221-4199 (fax)	Barbara.A.Lindstrom@usace.army.mil
Planholder's List	See paragraph: PLAN HOLDER'S LIST, below.	
Small Business Matters	Hubert Carter 402-221-4110 (phone)	hubert.j.carter@usace.army.mil
Technical Contents Of Proposal Documents	Program Manager Gary Hinkle 402-221-4684 (phone)	Gary.A.Hinkle@usace.army.mil
	Specifications Section	Marylee.F.Stobbe@usace.army.mil

Marylee Stobbe
402-221-4411 (Phone)
402-221-3842 (Fax)

Site Inspection See Paragraph: SITE VISIT (CONSTRUCTION), above

**** - The Government may elect to send a notification that an amendment has been posted to the Government's web address, but is not required to. It shall be the Contractor's, Subcontractor's and Supplier's responsibility to check the Government's web address for amendments.**

13.1 PLAN HOLDER'S LIST.

The CD-Rom will provide a list of plan holders that have registered at the time the CD-Rom was created. It is offeror's responsibility to check for any updates to the plan holder's list, which is available at the following web address:

http://ebs-nwo.wes.army.mil/

14 GENERAL DESCRIPTION OF WORK.

Scope of project includes all work required to Restack & Rewind Fort Peck Unit 3 Generator. Contractor to design, manufacture, install, test, and commission new stator coils and core laminations for the failed 52MVA unit 3 hydro-generator at the Corps of Engineers Fort Peck power plant in Fort Peck Montana. This generator experienced multiple failures of the Roebel bar winding and currently has the rotor removed. Work shall be in accordance with Request for Proposal documents issued with this solicitation.

15 PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS, EVALUATION, AND CONTRACT AWARD.

See Section 00110 PROPOSAL INSTRUCTIONS, SUBMISSION REQUIREMENTS AND EVALUATIONS.

16 SOURCE SELECTION BOARD (SSB).

The Contracting Officer has established a Source Selection Board to conduct an evaluation of each proposal received in response to this Solicitation. The evaluation will be based exclusively on the merits and content of the proposal and any subsequent discussion required. The identities of the SSB personnel are confidential, and any attempt by the proposers to contact these individuals is prohibited.

REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR)

Register Now: Don't wait until you submit an offer on a solicitation. You must be registered to receive the contract award. It can often take 30 days for CCR to process your registration information.

Register One of Three Ways:

Internet: http://www.ccr.gov

Value Added Network (VAN) for EDI users: Contact your VAN for information. If you need to find a VAN look at http://www.acq.osd.mil/ec/ecip/van_list.htm

FAX or Mail: Call (888)227-2423 or (616)961-4725 to receive a registration package. FAX or mail the completed information to the CCR Assistance Center. It can take up to 30 days to process a faxed or mailed package.

CCR Assistance Center
74 Washington Street North, Suite 7
Battle Creek, MI 49017-3084
FAX: (616)961-7243

SECTION 00110

FPGR0200100

PROPOSAL INSTRUCTIONS, SUBMISSION REQUIREMNTS AND EVALUATION

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(NOT USED)

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(NOT USED)

SECTION 00110

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. PROPOSAL AND EVALUATION

The requirements specified in the solicitation are considered to be minimum requirements. A more favorable evaluation rating may be given to those proposals that exceed the minimum requirements. The relative importance of the evaluation factors are identified. Sub factors and items within sub factors are listed in descending order of importance. Note that the evaluation factors, and sub factors in Volume I - Technical Proposal when combined, are approximately equal in importance to Volume II - Price Proposal. Volume II - Price Proposal will be comparatively evaluated for reasonableness after Volume I - Technical Proposal is evaluated.

1.1 PROPOSAL COMPOSITION AND EVALAUTION FACTORS

The proposal shall be submitted in TWO VOLUMES:

VOLUME I - Technical Proposal:

Volume I (original plus three copies) shall demonstrate the merit of the technical approach offered and shall consist of three areas: TAB 1. Offeror's Experience, Personnel, and Proposed Schedule, TAB 2. Technical Data, and TAB 3. Utilization of Small Business Concerns. Note that TAB 1 and TAB 2 are approximately equal in importance and TAB 3 is significantly less important. Subfactors and items within subfactors are listed in descending order of importance. [Evaluation criteria are included in *italics* at the end of each paragraph.]

TAB 1: Offeror's Experience, Personnel, and Proposed Schedule-
This category consists of three sub-elements. In descending order of importance, they are Company Experience, Installation Supervisor Experience, and Project Schedule.

a. COMPANY EXPERIENCE. For Company Experience, the Offeror shall provide a list of three (3) stator winding and core replacement contracts held within the last five (5) years. The projects selected should be for salient pole hydroelectric generators of 30MW and larger. Project examples should have a dollar value greater than $1 million, have been completed within the past five years (or are substantially complete at the time of this offer), have the same or similar insulation system as that proposed to be supplied under this solicitation, be of separate design and/or location (i.e. not three contracts in one powerhouse). Only those projects for which the Offeror was the prime contractor should be submitted. Project examples should consist short narrative discussing the project and should include: a description of the project; contract award amount (estimated or actual); location; project start date; and completion date (if finished). All examples should also contain the name, address, telephone and fax number of a representative of the customer. The Government may choose to contact the customer representative to verify all major and minor problems resulting from the operation of the winding have been corrected.

[Offerors demonstrating experience in the design, fabrication, and installation of stator windings and cores of similar design, size and

scope equal to or greater than the prerequisite will receive favorable evaluations. Evaluations will consider number of applicable contracts held (up to three stator winding and core replacement contracts) and years of experience (up to five years experience)]

Outstanding: Offeror identifies 5 years experience in the design, fabrication, and installation of stator windings and cores for salient pole hydroelectric generators 30 MW or larger in size including 3 recent examples (having different designs) of projects requiring both stator cores and windings.

Good: Offeror identifies 5 years experience in the design, fabrication, and installation of stator windings and cores for salient pole hydroelectric generators 30 MW or larger in size with at least one recent example of a project requiring both stator cores and windings.

Satisfactory: Offeror identifies 3 years experience in the design, fabrication, and installation of stator windings and cores for salient pole hydroelectric generators 30 MW or larger in size with at least one recent example of a project requiring both stator cores and windings.

Marginal: Offeror identifies 3 years experience in the design, fabrication, and installation of stator windings and cores for salient pole hydroelectric generators for units smaller than 30MW but larger than 10MW with at least one recent example of a project requiring both stator cores and windings.

Unsatisfactory: Offeror identifies less than three years experience and/or on units smaller than 10MW.

b. INSTALLATION SUPERVISOR EXPERIENCE. The offeror shall provide a resume on the Installation Supervisor (or supervisors) who will work on this project. Provide information / references showing that the proposed installation supervisor has experience directing the rewind of a salient pole hydroelectric generators of 30MW and larger. This experience shall include being responsible for rewinding and restacking of the unit, including removal, installation, and testing, and supervising the winding crew. Resumes shall include a list projects in which the individual has filled the role of installation supervisor.

[Offeror's identifying an experienced installation supervisor, with appropriate technical training, and specific reference to previous projects for the installation of stator windings and cores of similar design, size and scope equal to or greater than the prerequisite will receive favorable ratings. Evaluations will consider number of applicable jobs as site supervisor (up to three stator winding and core replacement contracts for units 30MW & larger) and years of experience (up to ten years experience)]

Outstanding: 10 or more years relevant experience as installation supervisor and has worked on 3 or more jobs involving stator winding and core replacement.

Good: 5 or more years relevant experience as installation supervisor and has worked on 2 or more jobs involving

stator winding and core replacement.

Satisfactory: 3 or more years relevant experience as installation supervisor and has worked on 2 or more jobs involving stator winding and core replacement.

Marginal: 2 or more years relevant experience as installation supervisor and has worked on at least 1 job as site supervisor for stator winding and core replacement.

Unsatisfactory: Less than 2 years relevant experience as installation supervisor and / or no evidence of job as site supervisor for stator winding and core replacement.

c. PROJECT SCHEDULE. The Offeror shall provide an outline schedule for design, fabrication and installation work for this project. The schedule should be prepared in the form of major milestones and days to completion including design and design reviews. Milestones shall include coil & core design completion, core lamination delivery complete, coil delivery complete, core installation complete, coil installation complete, unit reassemble complete, on-site testing complete, and unit commissioning complete. The proposed project schedule should clearly indicate the total number of calendar days from Notice to Proceed proposed for contract performance. The offeror shall provide supporting documentation to substantiate project schedule claims (e.g. similar pervious work accomplished in same time frame).

[The Offeror's proposed project schedule will be evaluated. Aggressive schedules demonstrating a shorter completion time than the maximum allowable and will receive favorable ratings. Supporting documentation will be considered in evaluating validity of schedule. Proposals that include unrealistic or unsupported schedules will not receive favorable evaluations.]

Outstanding: The offeror proposes a completion schedule less than or equal to 292 days (20% less than required by contract). Supporting documentation providing examples of previous work accomplished in same time frame will be considered in evaluating validity of schedule.

Good: The offeror proposes a completion schedule less than or equal to 329 days (10% less than required by contract). Supporting documentation providing examples of previous work accomplished in same time frame will be considered in evaluating validity of schedule.

Satisfactory: The offeror proposes a completion schedule equal to the contract performance period, 365 days. Supporting documentation providing examples of previous work accomplished in same time frame will be considered in evaluating validity of schedule.

Marginal: The offeror proposes a schedule equal to the contract performance period but fails to convince the board that the schedule is achievable. Supporting documentation providing examples of pervious work accomplished in same time frame will be considered in evaluating validity of schedule.

Unsatisfactory: The offeror proposes a schedule greater than the contract performance period and/or the board is convinced that the schedule is not achievable. Supporting documentation providing examples of pervious work accomplished in same time frame will be considered in evaluating validity of schedule.

d. PAST PERFORMANCE. The offeror shall provide past performance information for each project listed in the offeror's experience. The offeror shall disclose all issues or problems identified during the winding installation and first year of operation and, if applicable, the manner that the issues were corrected. Issues or problems shall include but are not limited to: failure to meet proposed schedule, any failure of a factory or field test, any winding failure or operational problem during warranty period. All examples should also contain the name, address, telephone and fax number of a current representative of the customer and one alternate representative. The Government may choose to contact the customer representative to verify all major and minor problems resulting from the operation of the winding have been corrected. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). Government will evaluate the currency and relevancy of the information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided.

[Higher evaluation ratings will be given to proposals that exhibit past performance without major problems and/or those that have problems corrected to the satisfaction of the customer. If the offeror is unable to provide relevant information to allow evaluation of past performance, the offeror will not be evaluated either favorably or unfavorably.]

Outstanding: Previous windings are installed and operated without issue and considered outstanding by provided references.

Good: Previous windings are installed and operated with no major problems and all minor problems corrected to the satisfaction of the customer.

Satisfactory: Previous windings are installed and operated with one major problem and few minor problems. All problems corrected to the satisfaction of the customer.

Marginal: The offeror provides insufficient previous experience information and/or previous windings are installed and operated with one or more minor problems that have not been corrected to the satisfaction of the customer.

Unsatisfactory: The offeror provides insufficient previous experience information and/or previous windings are installed and operated with one or more major problems that have not been corrected to the satisfaction of the customer.

TAB 2: Technical Data

In accordance with FAR 52.214-21, sufficient information and descriptive data shall be furnished. The offeror shall provide the following:

a. STATOR WINDING & CORE LOSSES. Guaranteed combined generator stator dc I^2R loss (R corrected to 75 degrees C), stray load loss and core loss with the new stator winding and core at rated load, voltage, and power factor (in kW) and at 44,722 kVA, 0.9 power factor.

[Proposals with guaranteed stator and core losses less than the original winding will receive favorable ratings, losses greater than the original winding will receive un-favorable ratings.]

Outstanding: Losses less than or equal to 658 kW, (20 percent reduction of existing)

Good: Losses less than or equal to 741 kW, (10 percent reduction of existing)

Satisfactory: Losses less than or equal to 823 kW, (existing unit's losses)

Marginal: Losses less than or equal to 864 kW, (5 percent increase of existing) and/or loss calculation unclear.

Unsatisfactory:Losses greater than 864 kW and/or losses omitted or calculated incorrectly.

b. STATOR WINDING MANUFACTURER AND INSTALLATION DETAILS. For this category, the Offeror shall, wherever applicable, identify all proposed "**betterments**" (i.e. materials, products, equipment, systems, etc that exceed the basic requirements of the solicitation). Failure to clearly identify "betterments", as such, may preclude their consideration. The offeror shall provide a complete description of the stator winding, accessories, and installation including specific reference to betterments for the following:

(1) The bar insulation system, including strand and groundwall insulation material and thickness; cross sectional dimensions; and manufacturing process.

(2) The wedging system, including type, dimensions, and materials of wedges, filler material, total number of wedges per slot, number of check wedges per slot and end wedge securing method.

(3) Side packing system, including experience using the proposed method with proposed winding type.

(4) The dielectric stress of the groundwall insulation at rated voltage.

(5) Stator winding installation details. Offerors shall give a complete description of the stator winding installation process including spring deflection measurement method, brazing method and quality assurance procedures.

[Offeror's providing complete and accurate winding details indicating a solid understanding of the contract requirements will receive a favorable rating. Noted betterments will receive favorable ratings. Exceptions that detract from the contract requirements will receive unfavorable ratings.]

Outstanding: Offeror providing complete details with significant proposed betterments and no exceptions that would detract from contract requirements.

Good: *Offeror providing complete details with proposed betterments and no exceptions or insignificant exceptions that would detract from contract requirements.*

Satisfactory: Offeror providing complete details with few or no proposed betterments or betterments considered insignificant and/or no exceptions or insignificant exceptions that would detract from contract requirements.

Marginal: *Offeror provided incomplete details and or exceptions considered detrimental to design of the generator and or few or no proposed betterments.*

Unsatisfactory: Offeror provided substantially incomplete details and or exceptions considered significantly detrimental to design of the generator.

c. STATOR CORE FABRICATION AND INSTALLATION DETAILS. For this category, the Offeror shall, wherever applicable, identify all proposed "**betterments**" (i.e. materials, products, equipment, systems, etc that exceed the basic requirements of the solicitation). Failure to clearly identify "betterments", as such, may preclude their consideration. A complete description of the replacement stator core, accessories, and installation including specific reference to betterments shall be provided for the following:

(1) Stator core design. This shall include drawings showing the cross-sectional view of the core, air gap, and slot dimensions.

(2) Lamination fabrication process including thickness.

(3) Stator core installation process. Stacking procedure including tolerances during the stacking process, tolerances for finished stator core, number and method of presses during stacking process and method for preventing core waviness.

[Offeror's providing complete and accurate core details indicating a solid understanding of the contract requirements will receive a favorable rating. Noted betterments will receive favorable ratings. Exceptions that detract from the contract requirements will receive unfavorable ratings.]

Outstanding: *Offeror providing complete details with significant proposed betterments and no exceptions that would detract from contract requirements.*

Good: *Offeror providing complete details with proposed betterments and no exceptions or insignificant exceptions that would detract from contract requirements.*

Satisfactory: Offeror providing complete details with few or no proposed betterments or betterments considered insignificant and/or no exceptions or insignificant exceptions that would detract from contract requirements.

Marginal: *Offeror provided incomplete details and or exceptions considered detrimental to design of the generator and or few or no proposed betterments.*

Unsatisfactory: Offeror provided substantially incomplete details and

or exceptions considered significantly detrimental to design of the generator.

TAB 3: Utilization of Small Business Concerns

The Offeror should submit the small business information in the format of a subcontracting plan as described in FAR 52.219-9. The Offeror should either: 1) Identify itself as a small business under the NAICS classification and size standard stated in Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS, or 2) If a large business, submit the required information listed below:

(a) Definitions:

(1) Small Business Concerns. For the purpose of this section, small business concerns refer to Small Business, Small Disadvantaged Business, Women-owned Small Business, HUBZone Small Business, Service Disabled Veteran Owned Small Businesses and Historically Black College and University and Minority Institutions.

(2) Prime Contractor. For the purpose of this section, a prime contractor refers to both large and small contractors.

(3) Offeror: For the purpose of this section, Offeror refers to both large and small contractors.

(4) Floor: "Floor" is the term the U.S. Army Corps of Engineers use to replace goal. It represents the minimum level for small business performance.

(b) The Offeror's (if a large business) proposal should demonstrate the utilization and participation of small business concerns. The proposal should clearly state factors that demonstrate a strong commitment to use small business concerns. This tab, as a minimum, should include:

(1) Development of percentage floors based on planned subcontracting which is challenging yet realistic. The following floors are considered reasonable and obtainable for requirements awarded in Fiscal Year 2002.

(i) 61.4% of planned subcontracting dollars to be placed with all small business concerns.

(ii) 9.1% of planned subcontracting dollars to be placed with those small business concerns owned and controlled by socially and economically disadvantaged individuals.

(iii) 5% of planned subcontracting dollars to be place with women-owned small business concerns.

(iv) 3% of planned subcontracting dollars to be place with Service-Disabled Veteran owned small business.

(v) 3% of planned subcontracting dollars to be place with HUBZones

(2) Past Performance in Meeting Small Business Floors. Demonstrate how floors for SB, SDB, WOSB, SDVOSB, and HUBZone participation were satisfied on previous contracts. Extent to which the prime has historically been successful in establishing realistic yet challenging goals and evidences ability to achieve them. The

Offeror should submit data on Past Performance in meeting small business goals which will demonstrate how goals for small business concerns participation on previous contracts was satisfied. The data to be provided should include: (1) Client/Customer (2) Contract/Identification Number (3) Project Description (4) Contract Amount (5) Reference or Point of Contract (to include address and telephone number).

(3) Demonstrate utilization and participation of small business concerns, clearly stated factors that demonstrate strong commitments to use SB, SDB, WOSB, SDVOSB, and HUBZone concerns as team members, subcontractors, and/or suppliers.

(4) Description of supplies and services to be subcontracted and planned for subcontracting to SB, SDB, WOSB, SDVOSB, and HUBZone concerns.

(5) Assurances that the Offeror will include the clause at FAR 52.219-8, Utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require subcontractor (including small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction) to adopt a small business participation program similar to the requirements of the resultant contract.

[Offerors who are small business concerns will receive the highest evaluating rating. Offerors who propose subcontracting floors that exceed the suggested floors will receive a more favorable evaluation than Offerors with floors that merely meet the suggested floors. Offerors will be evaluated on their proposed utilization and participation of small business concerns as team members, subcontractors, and/or suppliers in the resulting contract. The Offeror's will be evaluated on it commitments that small business concerns will have maximum subcontracting opportunities. Enforceable commitments to use small business concerns will receive more favorable evaluations than non-enforceable commitments. The evaluation for UTILIZATION OF SMALL BUSINESS CONCERNS is separate and distinct from the requirement at FAR Clause 52.219-9, Small Business Subcontracting Plan.]

Outstanding: Offeror is a small business concern.

Good: Offerors who propose subcontracting dollars to be placed that exceed the suggested floors by 10% in one or more of the following categories:

67.5% Small business concerns.
10% small business concerns owned and controlled by socially and economically disadvantaged individuals.
5.5% women-owned small business concerns.
3.3% of planned subcontracting dollars to be place with Service-Disabled Veteran owned small business.
3.3% of planned subcontracting dollars to be place with HUB Zones

Satisfactory: Offerors who propose subcontracting dollars to be placed that meet the suggested floors.

61.4% small business concerns.
9.1% small business concerns owned and controlled by socially and economically disadvantaged individuals.

5% women-owned small business concerns.
3% of planned subcontracting dollars to be place with Service-Disabled Veteran owned small business.
3.3% of planned subcontracting dollars to be place with HUB Zones

Marginal: Offerors who propose subcontracting dollars to be placed that do not meet the suggested floors in three of the five areas.
61.4% small business concerns.
9.1% small business concerns owned and controlled by socially and economically disadvantaged individuals.
5% women-owned small business concerns.
3% of planned subcontracting dollars to be place with Service-Disabled Veteran owned small business.
3.3% of planned subcontracting dollars to be place with HUB Zones

Unsatisfactory: Offerors who do not address subcontracting dollars or fail to meet any of the suggested floors.
61.4% small business concerns.
9.1% small business concerns owned and controlled by socially and economically disadvantaged individuals.
5% women-owned small business concerns.
3% of planned subcontracting dollars to be place with Service-Disabled Veteran owned small business.
3.3% of planned subcontracting dollars to be place with HUB Zones

VOLUME II – Price Proposal:

The Price Proposal (Section B) shall include the following:

a. Section A, Solicitation, Offer and Award (SF33)

b. Section B, Bid Schedule

c. Section K, Representations, Certifications, and Other Statements of Offerors

[Note that all evaluation factors other than Price, when combined, are approximately equal to the Price evaluation. Price will be evaluated by the Government considering price reasonableness. A comparison of proposed price versus other proposals and the Government Estimate will allow evaluation of price reasonableness.]

1.2 PROPOSAL GUIDELINES

Request that pages containing text be consecutively numbered, doubled-spaced, typewritten or typeset, single sided, on 8 ½ x 11 paper with adequate margins of at least one inch. Request pages placed in loose-leaf binders to facilitate incorporation of the proposal into the final contract document. It is the offeror's responsibility to insure that his/her proposal is complete prior to submittal.

1.3 EVALUATION PROCESS

1.3.1 General. The Government intends to award one firm fixed price

contract for the rewind and restack of generator 3 at the Fort Peck Powerhouse. Award will be made to that responsive, responsible offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be the most advantageous to the Government, technical, price, and other factors considered.

1.3.2 Source Selection Board. The Contracting Officer will establish an evaluation board to conduct an evaluation of each proposal received. The board will consist of technical and procurement personnel. The evaluation will be based on the proposal and any subsequent negotiation required. The evaluation board will not consider any information or data incorporated by reference or otherwise referred to. The source selection board for the Government may evaluate solely on the information provided by the proposal and will not assume that an offeror possesses any capability unless specified in the proposal.

1.3.3 Evaluation & Discussions. All offers received in response to this solicitation will be evaluated in accordance with the requirements of paragraph 1.1. PROPOSAL COMPOSITION AND EVALAUTION FACTORS. Upon completion of proposal evaluation, the source selection board will determine if discussions are required. If required, the Government may establish a competitive range for the purpose of conducting written or verbal discussions. Offerors submitting proposals determined outside of the competitive range (lacking a reasonable chance of being selected for contract award) will be notified in writing at the earliest practicable time. The primary objective of discussions is to maximize the government's ability to obtain the best value, based on the requirements and the evaluation factors set forth in this solicitation. During the discussions, the contracting officer shall indicate to, or discuss with, each offeror still being considered for award the significant weaknesses, deficiencies, and other aspects of their proposal that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposals potential for award. The scope and extent of discussions are a matter of the Contracting Officers judgment. **The Government intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.**

1.3.4 Debriefing. All offerors shall be afforded a debriefing. Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing prior to award in accordance with FAR 15.505. The written request shall be submitted to the contracting officer within three days after receipt of the notice of exclusion. Post-Award Debriefings in accordance with FAR 15.505 are available upon written request within three days of notice of contract award. Note only one debrief will be afforded each offeror, regardless of type of debriefing requested.

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SECTION 00600
REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF OFFERORS

INDEX

1. (FAR 52.203-2) CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985).
2. (FAR 52.203-11) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991).
3. (FAR 52.204-3) TAXPAYER IDENTIFICATION (OCT 1998).
4. (FAR 52.204-5) WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)[MAY 1999]
5. (DFARS 252.204-7001) COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999).
6. (FAR 52.209-5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001).
7. (DFARS 252.209-7001) DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (MAR 1998). [For Contracts exceeding $100,000]
8. RESERVED
9. (FAR 52.219-1) SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)
10. RESERVED
11. (FARS 52.219-19) SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000).
12. (FARS 52.219-21) SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999).
13. (FAR 52.222-21) CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999).
14. (FAR 52.222-22) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999).
15. (FAR 52.223-4) RECOVERED MATERIAL CERTIFICATION (OCT 1997).
16. (FAR 52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) [For Contracts over $100,000]
17. (DFARS 252.225-7031) SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
18. (DFAR 252.247-7022) REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992).
19. CONTRACTOR'S CERTIFICATION (Reference FAR 4.102) (Local Provision)

SECTION 00600
REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF OFFERORS

The bidder (offeror) makes the following certification and representations as a part of the proposal, shall check the appropriate boxes, fill in the appropriate information, and provide signatures on the attached "Solicitation Form" (00600) pages, and submit with Standard Form 1442 (Section 00010).

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

(a) The offeror certifies that -

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

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

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

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

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

(2)(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
_____
_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

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

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

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

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

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

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

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

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

3. (FAR 52.204-3) TAXPAYER IDENTIFICATION (OCT 1998).

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

4. (FAR 52.204-5) WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)[MAY 1999]

(a) *Definition*. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

5. (DFARS 252.204-7001) COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999).

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

6. (FAR 52.209-5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001).

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

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and

information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

7. (DFARS 252.209-7001) DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT THAT SUPPORTS TERRORISM (MAR 1998). [For Contracts exceeding $100,000]

(a) Definitions.

As used in this provision-

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

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

(3) "Significant interest" means-

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

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

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

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

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

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

(c) Disclosure.

The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(End of provision)

8. RESERVED

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

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

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

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

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

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

_____ Black American.
_____ Hispanic American.
_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
_____ Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern—

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

(ii) The management and daily business operations of which are controlled by one or

more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

(d) *Notice*. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

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

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

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

(End of provision)

10. RESERVED

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

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

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

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

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

No. of Employees	Average Annual Gross Revenues
_____50 or fewer	_____$1 million or less
_____51 - 100	_____$1,000,001 - $2 million
_____101 - 250	_____$2,000,001 - $3.5 million
_____251 - 500	_____$3,500,001 - $5 million
_____501 - 750	_____$5,000,001 - $10 million
_____751 - 1,000	_____$10,000,001 - $17 million
_____Over 1,000	_____Over $17 million

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

[*Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation*.]

Offeror's number of employees for the past 12 months [*check this column if size standard stated in solicitation is expressed in terms of number of employees*] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard in solicitation is expressed in terms of annual receipts]. [*Check one of the following.*]

NO. OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
_____50 or fewer	_____$1 million or less
_____51 - 100	_____$1,000,001 - $2 million
_____101 - 250	_____$2,000,001 - $3.5 million
_____251 - 500	_____$3,500,001 - $5 million
_____501 - 750	_____$5,000,001 - $10 million
_____751 - 1,000	_____$10,000,001 - $17 million
_____Over 1,000	_____Over $17 million

13. (FAR 52.222-21) CERTIFICATION OF NONSEGREGATED FACILITIES (FEB 1999).

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for

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

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

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

(End of clause)

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

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

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

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

(End of provision)

15. (FAR 52.223-4) RECOVERED MATERIAL CERTIFICATION (OCT 1997).

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

(End of provision)

16. (FAR 52.223-13) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) [For Contracts over $100,000]

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

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

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

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

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

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

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

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

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rica, Guam, American Somoa, the United States Virgin Islands, the Norther Mariana Islands, or any other territory or possession over which the United States has jurisdication.

17. (DFARS 252.225-7031) SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

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

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

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company, company or entity, certifies that it--

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

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

(End of clause)

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

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

(b) REPRESENTATION. The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

19. CONTRACTOR'S CERTIFICATION (Reference FAR 4.102) (Local Provision)

Offerors are cautioned to note the "Contractor's Certification" included in this solicitation and to furnish the information required by paragraph (b), Partnerships, and paragraph (c), Corporations, as appropriate.

(a) CONTRACT WITH INDIVIDUAL. If the resultant contract is with an individual, it shall be signed by the individual in his own name. A contract with an individual doing business as a firm shall be signed by that individual and will ordinarily take the following form.

_____ (Signed)

An individual doing business as

_____

(b) CONTRACTS WITH PARTNERSHIPS. If the resultant contract is with a partnership, it need be signed by only one partner PROVIDED the partner signing has the authority to legally bind the partnership. In addition, the following statement shall be completed:

_____ is a partnership composed of
(Firm Name)

_____
(List All Partners)

_____
(Indicate if any partner is limited in partnership authority

(c) CONTRACTS WITH CORPORATIONS. If the resultant contract is with a corporation, it shall be executed in the corporation name, followed by the word "by" after which the person who has been authorized to execute the contract on behalf of the corporation shall sign his/her name, with the designation of his/her official capacity. In addition, the following certification shall be completed:

I, _____, certify that I am the _____ of the corporation named as Contractor herein, that _____ who signed this contract on behalf of the Contractor was then _____ of said corporation, that said contract was duly for and on behalf of said corporation by authority of the governing body and is within the scope of its corporate powers.

In witness whereof, I have hereunto affixed my signature this ____ day of _____, 19___.

_____
(Signature, Printed Name, Title)

(d) CONTRACT WITH JOINT VENTURES. If the resultant contract is with a joint venture, each participant shall sign and in the manner indicated above for each type of participant. In addition, to assure a single point of contact for resolution of contractual matters and payments, the following certification shall be signed by each participant in the joint venture.

The parties hereto expressly understand and agree as follows:

(1) _____
(Name) (Title) (Company)

is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work thereunder may be directed to him. In the absence of:

_____
(Name) (Title) (Company as above)

_____
(Name) (Title) (Company of Alternate)

is the alternate principle of the joint venture.

(2) Directions, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to:

_____
(Name) (Title) (Company)

principal representative of the joint venture.

(e) SIGNATURE OF AGENTS. If the resultant contract is signed by an agent, other than as stated above, the fact of the agency will be evidenced by a copy of the Power of Attorney.

SECTION 00700

CONTRACT CLAUSES

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20. *FAR 52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS—SEALED BIDDING (OCT 1997)
21. *FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
22. *FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
23. *FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) [When Contracting By Negotiations]
24. RESERVED
25. RESERVED
26. RESERVED
27. *FAR 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)
28. RESERVED
29. RESERVED
30. DFARS 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
31. DFARS 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL

BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
32. *FAR 52.222-3 CONVICT LABOR (AUG 1996)
33. *FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (SEPT 2000)
34. *FAR 52.222-6 DAVIS-BACON ACT (FEB 1995)
35. *FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
36. *FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)
37. *FAR 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)
38. *FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
39. *FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
40. *FAR 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)
41. *FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
42. *FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
43. *FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
44. *FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)
45. *FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
46. *FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
47. *FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
48. *FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
49. *FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
50. *FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) [For Work on Federal Facilities]
51. *FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
52. FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) [For Contracts exceeding $100,000. EPA Designated product (available at http://www.epa.gov/cpg/)]
53. *FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) [For Contracts Over $100,000]
54. RESERVED
55. DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
56. *FAR 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002) (For Contracts less than $6.481 million)
57. *FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2002) (Applicable with FAR 52.225-9)
58. RESERVED
59. RESERVED
60. *FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)
61. *FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
62. *FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
63. *FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
64. *FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)
65. DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
66. FAR 52.228-1 BID GUARANTEE (SEP 1996) [NOTE: Not required for projects less than $100,000]
67. *FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
68. *FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) [For
68. Contracts Exceeding $100,000]

69. *FAR 52.228-11 PLEDGES OF ASSETS (FEB 1992)
70. *FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
71. RESERVED
72. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
73. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS (JULY 2000).
74. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) [For Contracts Exceeding $100,000]
75. *FAR 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
76. DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
77. *FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002)
78. RESERVED.
79. *FAR 52.232-17 INTEREST (JUN 1996)
80. *FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
81. *FAR 52.232-27 PROMPT PAY FOR CONSTRUCTION CONTRACTS (FEB 2002)
82. *FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
83. DFARS 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)
84. DFARS 252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS--DOD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)
85. *FAR 52.233-1 DISPUTES (JULY 2002)
86. *FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
87. RESERVED
88. FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
89. *FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
90. *FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
91. RESERVED
92. *FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
93. FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
94. *FAR 52.236-8 OTHER CONTRACTS (APR 1984)
95. *FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
96. *FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
97. *FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
98. *FAR 52.236-12 CLEANING UP (APR 1984)
99. *FAR 52.236-13 ACCIDENT PREVENTION-ALTERNATE I (NOV 1991)
100. *FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
101. FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
102. *FAR 52.236-17 LAYOUT OF WORK (APR 1984)
103. FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
104. *FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
105. DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN (DEC 1991)
106. DFARS 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)
107. *FAR 52.242-13 BANKRUPTCY (JUL 1995)
108. *FAR 52.242-14 SUSPENSION OF WORK (APR 1984)
109. FAR 52.243-4 CHANGES (AUG 1987)
110. DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
111. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
112. *FAR 52.244-2 SUBCONTRACTS (AUG 1998)
113. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)
114. RESERVED
115. RESERVED
116. *FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
117. *FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
118. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

119. DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
120. FAR 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) (ALERNATE I (APR 1984)
121. RESERVED
122. *FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I (SEP 1996) [For Contracts Over $100,000]
123. *FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
124. ENVIRONMENTAL LITIGATION (1974 NOV OCE)
125. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS
126. RESERVED

SECTION 00700

CONTRACT CLAUSES

1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far

(End of clause)

* - CONTRACT CLAUSES THAT MAY BE INCORPORATED BY REFERENCE

2. DFARS 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition.

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

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

(End of clause)

3. *FAR 52.202-1 DEFINITIONS (DEC 2001) ALTERNATE I (MAY 2001)

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

(b) “Commercial component” means any component that is a commercial item.

(c) “Commercial item” means—

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that—

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for—

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. “Minor” modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or

change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if—

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services—

(i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) "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.

(7) Any item, combination of items, or service referred to in paragraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

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

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

(f) "Nondevelopmental item" means—

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

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

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

(End of clause)

4. *FAR 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. *FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

6. *FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

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

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

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

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

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

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a

subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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

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

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

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

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

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

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

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

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

7. *FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

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

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

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

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

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

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

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

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

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

8. DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE—CONTRACT-RELATED FELONIES (MARCH 1999)

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the "DoD" means any any act in connection with--

(i) Attempting to obtain;

(ii) Obtaining; or

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

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

(3) "Date of conviction," means the date judgement was entered against the individual.

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

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On board of directors of any DoD Contractor or first-tier subcontractor;

(3) As a consultant to any DoD Contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than five years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense Contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than $500,000 if convicted of knowingly--

(1) Employing a person under a prohibition in paragraph (b) of this clause;

(2) Allowing such a person to serve on the board of directors of Contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C.2408(c), defense contractors and subcontractors may obtain information as to whether a particular has been convicted of fraud or any other felony arising out of a contract with the DoD by contracting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

9. RESERVED

10. *FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

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

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

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

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

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

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

11. *FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(iii) Disclosure.

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

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

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

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

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

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

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

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

(v) Penalties.

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

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

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

12. *FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

13. DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

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

14. *FAR 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

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

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate office or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Procurement Programs). The notice must include the following:

(1) The name of the subcontractor.

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

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

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

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

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

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

16. RESERVED

17. FAR 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

18. *FAR 52.214-26 AUDIT AND RECORDS--SEALED BIDDING (OCT 1997)

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

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

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4 Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

19. *FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS--SEALED BIDDING (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to any modification if an exception under FAR 15.403-1(b) applies.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or

(3) Any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which

(1) the actual subcontract or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) (1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor of subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

20. *FAR 52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS—SEALED BIDDING (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1); and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR subsection 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

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

(a) *Definition*. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference*. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

[ ] Offeror elects to waive the evaluation preference.

(d) *Agreement*. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

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

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

22. *FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

23. *FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) [When Contracting By Negotiations]

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

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

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

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

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

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

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

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

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

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

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

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

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRONet as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

(i) Small business concerns;
(ii) Veteran-owned small business concerns;
(iii) Service-disabled veteran-owned small business concerns;
(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns; and
(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

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

(10) Assurances that the offeror will—

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

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

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

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

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business , HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the

offeror by this clause; provided —

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

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

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

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

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

(j) The Contractor shall submit the following reports:

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

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

(End of clause)

24. RESERVED ~~*FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) – ALTERNATE I (OCT 2001) [When Contracting By Sealed Bidding]~~

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

~~(b) *Definitions*. As used in this clause –~~

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

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

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

~~"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.~~

~~"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.~~

~~(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and~~

~~women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.~~

~~(d) The offeror's subcontracting plan shall include the following:~~

~~(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.~~

~~(2) A statement of—~~

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

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

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

~~(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;~~

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

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

~~(vii) Total dollars planned to be subcontracted to women-owned small business concerns.~~

~~(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—~~

~~(i) Small business concerns;~~

~~(ii) Veteran-owned small business concerns;~~

~~(iii) Service-disabled veteran-owned small business concerns;~~

~~(iv) HUBZone small business concerns;~~

~~(v) Small disadvantaged business concerns; and~~

~~(vi) Women-owned small business concerns.~~

~~(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.~~

~~(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRONet as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.~~

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

~~(i) Small business concerns;~~

~~(ii) Veteran-owned small business concerns;~~

~~(iii) Service-disabled veteran-owned small business concerns;~~

~~(iv) HUBZone small business concerns;~~

~~(v) Small disadvantaged business concerns; and~~

~~(vi) Women-owned small business concerns.~~

~~(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.~~

~~(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.~~

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

~~(10) Assurances that the offeror will—~~

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

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

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

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

~~(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):~~

~~(i) Source lists (*e.g.*, PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.~~

~~(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.~~

~~(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating—~~

~~(A) Whether small business concerns were solicited and, if not, why not;~~

~~(B) Whether veteran-owned small business concerns were solicited and, if not, why not;~~

~~(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;~~

~~(D) Whether HUBZone small business concerns were solicited and, if not, why not;~~

~~(E) Whether small disadvantaged business concerns were solicited and, if not, why not;~~

~~(F) Whether women-owned small business concerns were solicited and, if not, why not; and~~

~~(G) If applicable, the reason award was not made to a small business concern.~~

~~(iv) Records of any outreach efforts to contact—~~

~~(A) Trade associations;~~

~~(B) Business development organizations;~~

~~(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and~~

~~(D) Veterans service organizations.~~

~~(v) Records of internal guidance and encouragement provided to buyers through—~~

~~(A) Workshops, seminars, training, etc.; and~~

~~(B) Monitoring performance to evaluate compliance with the program's requirements.~~

~~(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.~~

~~(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:~~

~~(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.~~

~~(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.~~

~~(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business , HUBZone small business, small disadvantaged business, and women-owned small business firms.~~

~~(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.~~

~~(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—~~

~~(1) The master plan has been approved;~~

~~(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and~~

~~(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.~~

~~(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.~~

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

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

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

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

~~(j) The Contractor shall submit the following reports:~~

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

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

~~Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.~~
~~(End of clause)~~

25. RESERVED ~~DFARS 252.219-7009 SECTION 8(a) DIRECT AWARD (MAR 2002) [When Competitive 8(a) Contracting Procedures are used]~~

~~(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:~~

_____

_____

_____

_____

~~[To be completed by the Contracting Officer at the time of award]~~

~~(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.~~

~~(c) The 8(a) Contractor agrees that –~~

~~(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and~~

~~(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.~~

~~(End of clause)~~

26. RESERVED ~~*FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996) [For Small Business Set Aside Only]~~

~~(a) This clause does not apply to the unrestricted portion of a partial set-aside.~~
~~(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for –~~

~~(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.~~

~~(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.~~

~~(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.~~

~~(4) Construction by special trade contractors. The concern will perform at lest 25 percent of the cost of the contract, not including the cost of materials, with its own employees.~~

27. *FAR 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled ``Small Business Subcontracting Plan,'' or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan., If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled ``Small Business Subcontracting Plan,'' the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by a commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from many final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

28. RESERVED ~~DFARS 252.219-7010 ALTERNATE A (JUN 1998) [When Competitive 8(a) Contracting Procedures are used]~~

~~As prescribed in 219.811-3(2), substitute the following paragraph (c) for paragraph (c) of the clause at FAR 52.219-18:~~

~~(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.~~

29. RESERVED ~~FAR 52.219-18NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)~~

~~**CONCERNS (JUNE 1999) [When Competitive 8(a) Contracting Procedures are used]**~~

~~(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--~~

~~(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and~~

~~(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.~~

~~(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.~~

~~(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.~~

~~(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term ``United States'' includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.~~

~~(2) The . . . . . [insert name of SBA's contractor] will notify the U.S. Army Corps of Engineers Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.~~

~~(End of clause)~~

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

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

(a) Definitions.

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

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

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

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

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

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

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

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

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

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

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

31. DFARS 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)

(a) Definition. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Publ. L. 95-507.

(c) The Contractor shall submit Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the form, except--

(1) One copy of SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and

(2) Item 14, Remarks, shall be completed to include semi-annual cumulative--

(1) Small business, small disadvantaged business and women-owned small business goals; and

(2) Small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.

(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

32. *FAR 52.222-3 CONVICT LABOR (AUG 1996)

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

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

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

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

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

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

33. *FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (SEPT 2000)

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

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

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

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

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

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding $100,000 and require subcontractors to include these provisions in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.
(End of clause)

34. *FAR 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are

considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

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

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

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

35. *FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to

Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

36. *FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

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

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

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

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

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

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

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

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

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor of subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them

available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

37. *FAR 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will not longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

38. *FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

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

39. *FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

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

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

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

40. *FAR 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

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

41. *FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

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

42. *FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

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

43. *FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

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

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

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

44. *FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) *Definition*. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of $10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

(i) Employment;
(ii) Upgrading;
(iii) Demotion;
(iv) Transfer;
(v) Recruitment or recruitment advertising;
(vi) Layoff or termination;
(vii) Rates of pay or other forms of compensation; and
(viii) Selection for training, including apprenticeship.

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

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

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

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

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

local office of the Equal Employment Opportunity Commission for the necessary forms.

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

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

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

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

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

(End of clause)

45. *FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions.

"Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

“Deputy Assistant Secretary,” as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade each such subcontract in excess of $10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative actin obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to

comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at lest annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be

in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

46. *FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

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

"Executive and top management" means any employee—

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign

or expedition for which a campaign badge has been authorized.

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

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e*., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

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

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

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

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

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

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

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

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

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

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

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) *Listing openings*. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those

not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

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

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

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

(e) *Postings*. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

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

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

(g) *Subcontracts*. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

47. *FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

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

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

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

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

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

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

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

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

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

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

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

(b) Postings.

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

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

(ii) The rights of applicants and employees.

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

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

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

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

48. *FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning

September 30, 1988.

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

(1) As of the end of any pay period between July 1 andAugust 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior writtenapproval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of $25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

49. *FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

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

(End of provision)

50. *FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) [For Work on Federal Facilities]

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

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

51. *FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.560, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

52. FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000) [For Contracts exceeding $100,000. EPA Designated product (available at http://www.epa.gov/cpg/)]

(a) Definitions. As used in this clause—

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

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

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

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

53. *FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) [For Contracts Over $100,000]

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

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

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

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

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

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

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

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

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

(2) The Contractor, as owner or operator of a facility used in the performance of this contract is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior

calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

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

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

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

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

54. RESERVED

55. DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

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

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

56. *FAR 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002) (<u>For Contracts less than $6.481 million</u>)

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic

firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

"Domestic construction material" means—

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

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

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

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

(b) *Domestic preference*. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

_____

[*Contracting Officer to list applicable excepted materials or indicate "none"*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

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

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

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

(c) *Request for determination of inapplicability of the BuyAmerican Act*. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act

applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*
[Include other applicable supporting information.]
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

57. *FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2002) (Applicable with FAR 52.225-9)

(a) *Definitions*. "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers*. (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with

paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of provision)

58. RESERVED ~~***FAR 52.225-11 BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JULY 2002) [For Contracts more than $6,481,000] ALTERNATE I (MAY 2002) [For Contracts between $6.481 and 7.304733 Million]**~~

~~(a) *Definitions*. As used in this clause—~~

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

~~"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.~~

~~"Cost of components" means—~~

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

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

~~"Designated country" means any of the following countries:~~

~~Aruba~~
~~Austria~~
~~Bangladesh~~
~~Belgium~~
~~Benin~~
~~Bhutan~~
~~Botswana~~
~~Burkina Faso~~
~~Burundi~~
~~Canada~~
~~Cape Verde~~
~~Central African Republic~~
~~Chad~~
~~Comoros~~
~~Denmark~~
~~Djibouti~~
~~Equatorial Guinea~~
~~Finland~~
~~France~~
~~Gambia~~
~~Germany~~
~~Greece~~
~~Kiribati~~
~~Korea, Republic of~~
~~Lesotho~~
~~Liechtenstein~~
~~Luxembourg~~
~~Malawi~~
~~Maldives~~
~~Mali~~
~~Mozambique~~
~~Nepal~~
~~Netherlands~~
~~Niger~~
~~Norway~~
~~Portugal~~
~~Rwanda~~
~~Sao Tome and Principe~~
~~Sierra Leone~~
~~Singapore~~
~~Somalia~~
~~Spain~~
~~Sweden~~
~~Switzerland~~

~~Guinea~~ ~~Tanzania U.R.~~
~~Guinea-Bissau~~ ~~Togo~~
~~Haiti~~ ~~Tuvalu~~
~~Hong Kong~~ ~~Uganda~~
~~Iceland~~ ~~United Kingdom~~
~~Ireland~~ ~~Vanuatu~~
~~Israel~~ ~~Western Samoa~~
~~Italy~~ ~~Yemen~~
~~Japan~~

~~"Designated country construction material" means a construction material that—~~

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

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

~~"Domestic construction material" means—~~

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

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

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

~~"North American Free Trade Agreement country" means Canada or Mexico.~~

~~"North American Free Trade Agreement country construction material" means a construction material that—~~

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

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

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

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

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

~~(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:~~

_____

[~~*Contracting Officer to list applicable excepted materials or indicate "none"*~~]

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

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

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

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

(c) *Request for determination of inapplicability of the Buy American Act*. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including —

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*
[Include other applicable supporting information.]
[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

Alternate I (May 2002). As prescribed in 25.1102(c)(3), delete the definitions of "North American Free Trade Agreement country" and "North American Free Trade Agreement country construction material" from the

~~definitions in paragraph (a) of the basic clause and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:~~

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

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

59. RESERVED ~~*FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002) [Applicable with FAR 52.225-11] ALTERNATE II (MAY 2002) [For Contracts Between 6.481 and 7.344733 Million]~~

~~(a) *Definitions*. "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).~~

~~(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.~~

~~(c) *Evaluation of offers*. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.~~

~~(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.~~

~~(d) *Alternate offers*. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.~~

~~(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.~~

~~(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested—~~

~~(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or~~

~~(ii) May be accepted if revised during negotiations.~~

~~(End of provision)~~

~~ALTERNATE II (MAY 2002)~~ **~~[For Contracts between 6.481 and 7.304733 Million]~~**
~~As prescribed in 25.1102(d)(3), substitute the following paragraphs (a) and (d) for paragraphs (a) and (d) of the basic provision:~~

~~(a) *Definitions*. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this~~

~~solicitation entitled "Buy American Act – Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).~~

~~(d) *Alternate offers*. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.~~

~~(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.~~

~~(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested –~~

~~(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or~~

~~(ii) May be accepted if revised during negotiations.~~

60. *FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)

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

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

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

61. *FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)

(a) Definitions. As used in this clause:

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

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

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

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic

interest would be affected by the award of a subcontract or by the failure to award a subcontract.

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

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the—

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW,
MS-2626-MIB
Washington, DC 20240-4000.

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

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

(i) The estimated cost of a cost-type contract.
(ii) The target cost of a cost-plus-incentive-fee prime contract.
(iii) The target cost and ceiling price of a fixed-price incentive prime contract.
(iv) The price of a firm-fixed-price prime contract.

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

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

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

(End of Clause)

62. *FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent

(1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or

(2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with

(i) specifications or written provisions forming a part of this contract or

(ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold) however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

63. *FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

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

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

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

64. *FAR 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

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

65. DFARS 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail

(i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

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

66. FAR 52.228-1 BID GUARANTEE (SEP 1996) [NOTE: Not required for projects less than $100,000]

(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 bids.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders

as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be twenty (20%) of the bid price or Three Million Dollars ($3,000,000), whichever is less.

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

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

67. *FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

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

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

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

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

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

68. *FAR 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) [For Contracts Exceeding $100,000]

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

69. *FAR 52.228-11 PLEDGES OF ASSETS (FEB 1992)

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

(1) Pledge of assets; and

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

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

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

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

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

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

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

70. *FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Public Law 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requestor.

71. RESERVED~~FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000) [Applicable only for projects or delivery orders less than $100,000]~~

~~(a) The Contractor shall submit one of the following payment protections:~~

~~(1) A payment bond.~~

~~(2) An irrevocable letter of credit from a federally insured financial institution.~~

~~(b) The amount of the payment protection shall be 100 percent of the contract price.~~

~~(c) The submission of the payment protection is required within 10 days of contract award.~~

~~(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.~~

~~(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.~~

~~(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.~~

72. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter,

upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

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

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

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

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

(i) For contracts subject to the Miller Act, the later of--

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

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

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

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

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

(d) Only federally insured financial institution rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of 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.

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

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date----------

Irrevocable Letter of Credit No.----------
Account party's name----------
Account party's address----------
For Solicitation No.----------
(For reference only)

TO: [U.S. Government agency]
[U.S. Government agency's address]

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

2. We hereby undertake to honor your or transferee's sight draft(s) drawn on issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any,

at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

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

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

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

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

Sincerely,

[Issuing financial institution]

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

[Confirming Financial Institution's Letterhead or Name and Address]---

(Date) _____

Our Letter of Credit
Advice Number----------
Beneficiary:----------
[U.S. Government agency]
Issuing Financial Institution:----------
Issuing Financial Institution's LC No.:----------

Gentlemen:

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

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

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

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

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

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

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

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

Sincerely,

[Confirming financial institution]

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

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of----------

[Beneficiary Agency] _____

the sum of United States $ _____

This draft is drawn under----------

Irrevocable Letter of Credit No.----------

[Beneficiary Agency]

By: _____

73. FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS (JULY 2000).

[This provision is Not Required for projects less than $100,000. See Clauses "Alternate Payment Protections" and "Inapplicable Provisions and Clauses".]

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

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

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

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

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

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

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

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary

reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

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

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

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.
(End of clause)

74. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) [<u>For Contracts Exceeding $100,000</u>]

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

75. *FAR 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

76. DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR) allowability shall also be determined in accordance with part 231 of the DoD FAR Supplement, in effect on the date of this contract.

77. *FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT 2002)

(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 (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

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

(j) Interest Computation on Unearned Amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

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

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

78. RESERVED.

79. *FAR 52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

80. *FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

81. *FAR 52.232-27 PROMPT PAY FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check

is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments*—(1) *Types of invoice payments.* For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232–5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.,* each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(*1*) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(*2*) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.,* release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.,* discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232–5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFTbanking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.,* 52.232–38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.,* 52.232–33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232–34, Payment by Electronic Funds Transfer—
Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233–1, Disputes.

(5) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) *Additional interest penalty.* (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for

additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(*1*) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(*2*) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(*3*) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(*2*) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register,** for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown.* A clause requiring each subcontractor to

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that—

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if—

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—

(i) Make such payment within—

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register**, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon—

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until—

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) *Third-party deficiency reports*—(1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a ''second-tier subcontractor'') a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the **Federal Register**, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

82. *FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) *Method of payment*. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term ''EFT'' refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an

improper invoice and delays in accrual of interest penalties apply.

(e) *Contractor EFT arrangements*. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers*. (1) If an uncompleted or erroneous transfer occurs because the Government used
the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.
(End of Clause)

83. DFARS 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 90 percent.

(b) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), *Limitations on Undefinitized Contract Actions*) to 95 percent.
(End of clause)

84. DFARS 252.232-7005 REIMBURSEMENT OF SUBCONTRACTOR ADVANCE PAYMENTS--DOD PILOT MENTOR-PROTEGE PROGRAM (SEP 2001)

(a) The Government will reimburse the Contractor for any advance payments made by the Contractor, as a mentor firm, to a protege firm, pursuant to an approved mentor-protege agreement, provided-

(1) The Contractor's subcontract with the protege firm includes a provision substantially the same as FAR 52.232-12, Advance Payments;

(2) The Contractor has administered the advance payments in accordance with the policies of FAR Subpart 32.4; and

(3) The Contractor agrees that any financial loss resulting from the failure or inability of the protege firm to repay any unliquidated advance payments is the sole financial responsibility of the Contractor.

(b) For a fixed price type contract, advance payments made to a protege firm shall be paid and administered as if they were 100 percent progress payments. The Contractor shall include as a separate attachment with each Standard Form (SF) 1443, Contractor's Request for Progress Payment, a request for reimbursement of advance payments made to a protege firm. The attachment shall provide a separate calculation of lines 14a through 14e of SF 1443 for each protege, reflecting the status of advance payments made to that protege.

(c) For cost reimbursable contracts, reimbursement of advance payments shall be made via public voucher. The Contractor shall show the amounts of advance payments made to each protege on the public voucher, in the form and detail directed by the cognizant contracting officer or contract auditor.

(End of clause)

85. *FAR 52.233-1 DISPUTES (JULY 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

'I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.'

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the

Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified if required), or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

86. *FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

87. RESERVED

88. FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required, provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

89. *FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

90. *FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

91. RESERVED

92. *FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

93. FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

94. *FAR 52.236-8 OTHER CONTRACTS (APR 1984)

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

95. *FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refused to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

96. *FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

97. *FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

98. *FAR 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

99. *FAR 52.236-13 ACCIDENT PREVENTION-ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontractors.

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

100.*FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

101.FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

102.*FAR 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

103.FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor

without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) the proposed fabrication and assembly of structural elements, and

(2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

104. *FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

105. DFARS 252.236-7000 MODIFICATION OF PROPOSALS - PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for--

(i) Material;

(ii) Labor,

(iii) Equipment;
(iv) Subcontracts; and

(2) Most cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

106. DFARS 252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

107. *FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

108. *FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

109. FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Government-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and
(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or
(2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

110. DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

111. DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b)In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:
I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of may knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

(End of clause)

112. *FAR 52.244-2 SUBCONTRACTS (AUG 1998)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquistion Regulation (FAR).

"Consent of subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract," means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or sevices for performance of the the prime contract or a subcontract. It includes, but is not limited to purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modification or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified theshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other that the Coast Guard and the National Aeronautics and Space Administration, either the the simplified theshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____
_____
_____

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.
(ii) Identification of the type of subcontract to be used.
(iii) Identification of the proposed subcontractor.
(iv) The proposed subcontract price.
(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
(vii) A negotiation memorandum reflecting--
(A) The principal elements of the subcontract price negotiations;
(B) The most significant considerations controlling establishment of initial or revised prices;
(C) The reason cost or pricing data were or were not required;
(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;
(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the acceptability of any cost under this contract; or
(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement by the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which ere evaluated during negotiations:

_____
_____
_____
(End of clause)

113. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.
(End of clause)

~~114. RESERVED *FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) [For Government Property over $100,000]~~

~~(a) Government-furnished property.~~

~~(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").~~

~~(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.~~

~~(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise~~

~~dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.~~

~~(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.~~

~~(b) Changes in Government-furnished property.~~

~~(1) The Contracting Officer may, by written notice,~~

~~(i) decrease the Government-furnished property provided or to be provided under this contract, or~~

~~(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.~~

~~(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any -~~

~~(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or~~

~~(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.~~

~~(c) Title in Government property.~~

~~(1) The Government shall retain title to all Government-furnished property.~~

~~(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall government property become a fixture or lose its identity as personal property by being attached to any real property.~~

~~(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.~~

~~(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -~~

~~(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and~~

~~(ii) Title to all other material shall pass to and vest in the Government upon -~~

~~(A) Issuance of the material for use in contract performance;~~

~~(B) Commencement of processing of the material or its use in contract performance; or~~

~~(C) Reimbursement of the cost of the material by the Government, whichever occurs first.~~

~~(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.~~

~~(e) Property Administration.~~

~~(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.~~

~~(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.~~

~~(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as~~

~~the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.~~

~~(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.~~

~~(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.~~

~~(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.~~

~~(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for—~~

~~(1) Any delay in delivery of Government-furnished property;~~

~~(2) Delivery of Government-furnished property in a condition not suitable for its intended use;~~

~~(3) A decrease in or substitution of Government-furnished property; or~~

~~(4) Failure to repair or replace Government property for which the Government is responsible.~~

~~(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.~~

~~(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government—~~

~~(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and~~

~~(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.~~

~~(k) Communications. All communications under this clause shall be in writing.~~

~~(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.~~

115. RESERVED ~~*FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984) [For Government Property $100,000 or Less]~~

~~(a) The Government shall delivery to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changed clause when—~~

~~(1) The Contractor submits a timely written request for an equitable adjustment; and~~

~~(2) The facts warrant an equitable adjustment.~~

~~(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.~~

~~(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -~~

~~(1) For reasonable wear and tear;~~

~~(2) To the extent property is consumed in performing this contract; or~~

~~(3) As otherwise provided for by the provisions of this contract.~~

~~(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.~~

~~(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.~~

116. *FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities,labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

117. *FAR 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or
(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

118. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions.

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) 'Department of Defense" (DOD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime Contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in lard, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S. -flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessel if--

(i) This Contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher that charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;
(2) Required shipping date:
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number, and
(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format;

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h) in all subcontracts under this contract that-

(1) Exceed the simplified acquistion threshold in Part 2 of the Federal Acquisition Regulation; and
(2) Are for a type of supplies described in paragraph (b) (2) of this clause.

119. DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) (1) The Contractor shall use U.S. -flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessel if--

(i) This Contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

120. FAR 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000) (ALERNATE I (APR 1984)

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

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of $50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor'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)

121. RESERVED ~~*FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) [For Contracts $100,000 or Less]~~

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

122. *FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I (SEP 1996) [For Contracts Over $100,000]

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and

(ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b) (6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of the termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

123. *FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if-

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or

(xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation s of the parties will be the same as if the termination had been issued for the convenience of the Government.

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

124. ENVIRONMENTAL LITIGATION (1974 NOV OCE)

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation," as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

125. EFARS 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

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

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallocable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

126. RESERVED ~~INAPPLICABLE PROVISIONS AND CLAUSES (Local Provision). [Applicable only for projects or delivery orders less than $100,000]~~

~~This provision applies only to delivery orders and projects less than $100,000.~~

~~Pursuant to Pub. L. 103-355, the following provisions and clauses, as noted below, are inapplicable to this contract:~~

~~(a) FAR 28.102-3, Miller Act requirements;~~
~~(b) Not Used;~~
~~(c) FAR 52.203-5, Covenant Against Contingent Fees;~~
~~(d) FAR 52.203-6, Restrictions on Subcontractor Sales to the Government;~~
~~(e) FAR 52.203-7, Anti-Kickback Procedures;~~
~~(f) FAR 52.222-4, Contract Work Hours and Safety Standards Act-Overtime Compensation; and~~
~~(g) FAR 52.223-6, Drug-Free Workplace, except for individuals.~~

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS
5/00, Rev 7/02

PART 1 GENERAL

Attachments:
General Wage Decision No. MT020003

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall commence work under this contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, prosecute said work diligently, and complete the entire work except seeding ready for use not later than 330 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.1.1 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site within ten (10) calendar days.

1.2 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 $1,100 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. (FAR 52.211-12)

1.3 CONTRACT DRAWINGS AND SPECIFICATIONS

1.3.1 SETS FURNISHED

The contractor shall be responsible for making copies of specifications including amendments. The bid drawings as amended shall be utilized in the performance of the work until contract drawings (i.e., bid drawings that have been posted with all amendment changes) are mailed to the Contractor. See Section 01040 As-Built Drawings for drawings being furnished to the Contractor. The work shall conform to the contract drawings, set out in the drawing index, all of which form a part of these specifications. The work shall also conform to the standard details bound or referenced herein.

1.3.2 DRAWING REPRODUCTION AND DISTRIBUTION

The contractor shall reproduce multiple hard copy sets of contract drawings from government provided CD-ROM containing read-only cal file drawings. Within 21 calendar days from receipt of CD-ROM, contractor shall forward reproduced documents to addresses contained in the Distribution List for Project in Appendix A to this specification. No progress payments will be processed prior to receipt of the contract drawings by the Area Office. After receipt of documents, the Area Office shall provide the contractor with a CD-ROM containing edit able CAD file drawings. The contractor shall edit CD-ROM containing CAD files drawings to prepare as-built drawings.

1.3.3 NOTIFICATION OF DISCREPANCIES

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Dimensions marked on drawings shall be followed in lieu of scale measurements. Enlarged plans and details shall govern where the same work is shown at smaller scales. All scales shown are based on a standard drawing size of 28" x 40" . If any other size drawings are furnished or plotted the contractor shall adjust the scales accordingly. The contractor shall also advise his sub-contractors of the above. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

1.3.4 OMISSIONS

Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

1.4 SUBMITTALS

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

SD-02 Shop Drawings

Equipment Room Drawings; G-AO.

Plant Layout Drawings; G-AO.

1.5 PHYSICAL DATA (APR 1984)

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

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations.

b. Weather conditions shall have been investigated by the Contractor to satisfy himself as to the hazards likely to arise therefrom. Complete weather records and reports may be obtained from

the local U.S. Weather Bureau.

c. Transportation facilities shall have been investigated by the Contractor to satisfy himself as to the existence of access highways and railroad facilities. (FAR 52.236-4)

1.6 PAYMENT

1.6.1 PROMPT PAYMENT ACT

Pay requests authorized in CONTRACT CLAUSES clause: "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause, "Prompt Payment for Construction Contracts". Pay requests will be submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation". All information and substantiation required by the identified contract clauses will be submitted with the ENG Form 93, and the required certification will be included on the last page of the ENG Form 93a, signed by an authorized contractor official and dated when signed. The designated billing office is the Office of the Area Engineer.

1.6.2 PAYMENTS FOR MODIFICATIONS

Payments may be made for cost bearing change orders within the scope of the contract only to the extent funds are authorized in the order on a two-part modification. Contractor pricing proposed must be submitted at the earliest possible time after the change order is issued, or at a specific time as directed by the Contracting Officer. At the discretion of the Contracting Officer, any and all payments may be withheld on the modification until the Contractor has submitted a qualifying price proposal, in as much detail as required by the Contracting Officer, and the final price has been agreed.

1.6.3 PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995)

a. Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

b. Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. Payment for materials delivered off-site includes petroleum products. (List additional items for which payments will be made for off-site delivery.) (EFAR 52.232-5000)

1.7 DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSES clause: "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and

construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSES clause: "Changes," of the contract will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.8 AVAILABILITY AND USE OF UTILITY SERVICES

Use of public and private utilities will be as found available. The Contractor shall make his own arrangements for use of public and private utilities.

1.9 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

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

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

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

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

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(24)	(18)	(10)	(02)	(03)	(06)	(03)	(03)	(01)	(01)	(09)	(20)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of

actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)". (ER 415-1-15)

1.10 INSURANCE REQUIRED

In accordance with CONTRACT CLAUSES clause: "Insurance Work on a Government Installation," the Contractor shall procure the following minimum insurance:

Type	Amount
Workmen's Compensation and Employer's Liability Insurance	$100,000
General Liability Insurance	$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	$200,000 per person and $500,000 per occurrence
Property damage	$ 20,000 per occurrence

(Coverages per FAR 28.307-2)

1.11 SECURITY REQUIREMENTS

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon release of any employees. When the contract involves work in restricted security areas, only employees who are U.S. citizens will be permitted to enter. Proof of U.S. citizenship is required prior to entry. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. (Based on FAR 52.204-2)

1.12 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01451A Contractor Quality Control.

1.13 NONDOMESTIC CONSTRUCTION MATERIALS

The List of nondomestic construction materials or their components included in the list set forth in paragraph 25.104 of the Federal Acquisition Regulation does not apply to the requirements of the contract clause entitled "Buy American Act Construction Materials".

1.14 DAILY WORK SCHEDULES

In order to closely coordinate work under this contract, the Contractor shall prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next two week period. The Contractor shall provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs)and any other innformation that is needed in the minutes of the meeting. Required temporary utility services, time and duration of

interruptions, and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports shall be completed and given to the Contracting Officer or Representative within 24 hours of work

1.15 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series of 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 IV. Copies of each regional schedule may be obtained through the following internet site: http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm. 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 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(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

1.16 AS-BUILT DRAWINGS

See SECTION 01040 - AS-BUILT DRAWINGS

1.17 PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.18 PROFIT

a. Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20	See Item	
Relative difficulty of work	15	b. below	
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

b. Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(1) Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

(2) Relative Difficulty of Work. If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

(3) Size of Job. All work not in excess of $100,000 shall be weighted at .12. Work estimated between $100,000 and $5,000,000 shall be proportionately weighted from .12 to .05.

(4) Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.19 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

It is the position of the Department of Defense that the Davis-Bacon Act, 40 U.S.C. 276a is applicable to temporary facilities such as batch plants, sandpits, rock quarries, and similar operations, located off the immediate site of the construction but set up exclusively to furnish required materials for a construction project on the site of the work. Clause "Payrolls and Basic Records" of the CONTRACT CLAUSES is applicable to such operations.

1.20 DRAWING SCALES

All scales shown are based on a standard drawing size of 28" x 40" . If any other size drawings are furnished or plotted, the contractor shall adjust the scales accordingly. The Contractor shall also advise his sub-contractors of the above.

1.21 WAGE RATE APPLICATION

For copies of Wage Rates, See Attachment GENERAL WAGE DECISIONS. Applicable to all work.

1.22 (FAR 52.222-23) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
3.3	6.9

These goals are applicable to all the Contractor's construction work

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

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address, and telephone number of the subcontractor;

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Billings EA-155, which McCone county is a part of.

1.23 (EFARS 52.232-5001) CONTINUING CONTRACTS (MAR 1995)

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contributions to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of $800,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in certain paragraphs below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefor.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

1.24 FEDERAL HOLIDAYS

The following Federal legal holidays are observed by this installation:

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

If a wage determination applies the number of holidays specified on it, it has priority over this clause.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

Contractor Distribution List for Project

Name: Unit 3 Generator Rewind
Location: Fort Peck Montana
Sol. No. : DACW45-03-R-0001
P.M.: Gary Hinkle Ext. x4684

Contractor shall reproduce multiple hardcopy sets of contract drawings from government provided CD Rom. Drawings shall be forwarded to addresses listed below.

Address	Full Size	Half Size
Black Hills Area Office U.S. Army Corps of Engineers 2100 South Seventh, Suite L-17 Rapid City, SD 57701	1	2
Fort Peck Project Office P.O. Box 208 Fort Peck, MT 59223-0208	1	2
U.S. Army Corps of Engineers Attn: CENWO-CT (D. Boganowski) 106 South 15th Street Omaha, Nebraska 68102-1618	0	5
Total Copies:	2 Full Size	9 Half Size

General Decision Number MT020003

General Decision Number MT020003
Superseded General Decision No. MT010003

State: Montana
Construction Type:
BUILDING

County(ies):

BIG HORN	HILL	ROOSEVELT
BLAINE	JUDITH BASIN	ROSEBUD
CARBON	LIBERTY	SHERIDAN
CARTER	MCCONE	STILLWATER
CHOUTEAU	MEAGHER	SWEET GRASS
CUSTER	MUSSELSHELL	TETON
DANIELS	PARK	TOOLE
DAWSON	PETROLEUM	TREASURE
FALLON	PHILLIPS	VALLEY
FERGUS	PONDERA	WHEATLAND
GARFIELD	POWDER RIVER	WIBAUX
GLACIER	PRAIRIE	
GOLDEN VALLEY	RICHLAND	

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

BIG HORN	HILL	ROOSEVELT
BLAINE	JUDITH BASIN	ROSEBUD
CARBON	LIBERTY	SHERIDAN
CARTER	MCCONE	STILLWATER
CHOUTEAU	MEAGHER	SWEET GRASS
CUSTER	MUSSELSHELL	TETON
DANIELS	PARK	TOOLE
DAWSON	PETROLEUM	TREASURE
FALLON	PHILLIPS	VALLEY
FERGUS	PONDERA	WHEATLAND
GARFIELD	POWDER RIVER	WIBAUX
GLACIER	PRAIRIE	
GOLDEN VALLEY	RICHLAND	

BRMT0003B 04/01/2000

	Rates	Fringes
CHOUTEAU, FERGUS, JUDITH BASIN, PETROLEUM, PONDERA AND TETON COUNTIES		
BRICKLAYERS	19.50	6.45

BRMT0005A 06/01/2001

	Rates	Fringes
PARK COUNTY		
BRICKLAYERS	25.70	1.75

BRMT0006A 04/01/2000

	Rates	Fringes
MEAGHER COUNTY:		
BRICKLAYERS	19.85	5.65

BRMT0010A 06/01/2000

	Rates	Fringes
BIG HORN, CARBON, CARTER, CUSTER, DAWSON, FALLON, GARFIELD, GOLDEN VALLEY, MCCONE, MUSSELSHELL, POWDER RIVER, PRAIRIE, RICHLAND, ROSEBUD, STILLWATER, SWEET GRASS, TREASURE, WHEATLAND, AND WIBAUX COUNTIES		
BRICKLAYERS	18.87	6.08

BRMT0012A 01/01/2000

	Rates	Fringes
BLAINE, DANIELS, HILL, LIBERTY, PHILIPS, ROOSEVELT, SHERIDAN, TOOLE, AND VALLEY COUNTIES		
BRICKLAYERS	19.58	6.40

PLUM0030A 09/01/2001

	Rates	Fringes
BIG HORN, BLAINE, CARBON, CARTER, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GLACIER, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY, WIBAUX, AND WHEATLAND Counties:		
PLUMBERS & PIPEFITTERS (Including HVAC Piping, and Set unit)	23.15	8.90

PLUM0041B 07/01/2001

	Rates	Fringes
PARK AND SWEET GRASS COUNTIES		
PLUMBERS & PIPEFITTERS (Including HVAC Piping, and Set unit)	23.65	7.30

SUMT1006A 02/23/1999

	Rates	Fringes
CARPENTERS (Including installation of Batt Insulation and Drywall; excluding Form Work and Overhead Door installation)	14.94	4.20
CARPENTERS (Form work only)	15.47	4.45
ELECTRICIANS (Including Alarms; excluding HVAC control wiring)	16.63	3.32
LABORERS:		
General	12.24	3.50
Hod Carriers	13.50	3.75
OVERHEAD DOOR INSTALLER	10.50	1.13
POWER EQUIPMENT OPERATOR:		
Backhoe	16.36	5.32
ROOFERS	13.50	
TRUCK DRIVERS:		
10 cu. yd. Tandem Dump	13.85	

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 (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by 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, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION 01005

FPGR0201005

DESCRIPTION OF WORK

1.1 GENERAL INFORMATION
1.2 DESCRIPTION OF WORK
1.3 SPECIFICATIONS
1.4 CHANGES IN SPECIFICATIONS AND DRAWINGS
1.5 DEFINITIONS

SECTION 01005

DESCRIPTION OF WORK

1.1 GENERAL INFORMATION

The following paragraphs describe the required work. The description of the work in this section is abbreviated with the details provided in the technical sections. The technical specifications are arranged by the Construction Specifications Institute (CSI) numbering system, which does not correspond with sequence in which the work has to be accomplished.

1.2 DESCRIPTION OF WORK

This section covers the technical specifications to perform the following work: All work and quantities are to restack and rewind the generator of Unit 3 at Ft. Peck Powerplant unless specifically stated otherwise in these specifications. This list is a general summary of the required work and is not all inclusive:

a. Design, manufacture, shop test, prepare and load for shipment, deliver f.o.b. destination, and unload a complete set of stator bars and all accessories specified herein.

b. Remove the old stator winding and stator core.

c. Design, manufacture, shop test, prepare and load for shipment, deliver f.o.b. destination, and unload a complete set of stator laminations and vent duct spacers and all accessories specified herein.

d. Restack and test the stator core.

e. Install and test the new stator winding and accessories specified herein.

f. Inspect, clean, and test the generator rotor.

g. Furnish spare parts.

h. Reassemble generator.

i. Furnish manufacturer’s representative on-site services to supervise the installation of the generator stator bars and to perform start-up, commissioning, and testing of the generator.

j. Perform all work required to comply with the site operations, environmental protection, and safety and health provisions as specified herein.

k. Perform all work required for painting, miscellaneous welding, machinist, electrician and other skilled craftsman hire.

1.3 SPECIFICATIONS

Technical specifications listed below cover the detailed requirements for the equipment and services listed in the Schedule:

01010	CONTRACTOR'S SITE OPERATIONS
01270	MEASUREMENT AND PAYMENT
01330	SUBMITTAL PROCEDURE
01420	SOURCE OF REFERENCED PUBLICATIONS
01451	CONSTRUCTION QUALITY MANAGEMENT, CONTRACTOR QUALITY CONTROL
02081	HAZARDOUS MATERIALS
15991	DISASSEMBLY AND REASSEMBLY OF GENERATOR UNIT
15995	MISCELLANEOUS HIRE
16210	GENERATOR REWIND

1.4. CHANGES IN SPECIFICATIONS AND DRAWINGS

The Government reserves the right to revise or amend the specifications and/or drawings prior to the date set for receipt of offers. Copies of such amendments will be furnished to all prospective offerors. If the revisions and amendments require material changes in quantities or proposal prices, or both, the date set for receipt of offers may be extended to enable offerors the opportunity to revise their technical proposals. The amendment will include an announcement of the new date for receipt of offers.

1.5 DEFINITIONS

Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription" of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer unless otherwise expressly stated.

Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provided complete in-place," that is "furnished and installed." (FAR 52.236-21 (b and c).)

Wherever in these specifications or upon the drawings the words "Contracting Officer" (CO) or "Contracting Officer's Representative" (COR), are used, it shall be understood to also mean "Government" unless otherwise expressly stated.

Wherever in these specifications the word "GQAR" is used, it shall be understood to mean "Government Quality Assurance Representative," unless otherwise stated.

Wherever in these specifications the word "weekend(s)" is used, it shall be understood to mean "Saturday, Sunday and Federal Holidays," unless otherwise expressly stated.

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01040

AS-BUILT DRAWINGS

5/00; Rev 06/02

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SECTION 01040

AS-BUILT DRAWINGS
5/00; Rev 06/02

PART 1 GENERAL

1.1 DEFINITIONS

The definitions listed below form a part of this specification.

1.1.1 Red-Line Drawings

Contract drawings marked-up to show actual work performed to include necessary sketches, modification drawings, shop drawings and notes. Green ink is used to indicate work deleted from the contract. Red ink is used for additions and deviations from the contract.

1.1.2 As-Built Drawings

Professional finished vellum drawings and electronic CADD files developed from the original contract drawings that include all of the information from the redline drawings and suitable for half-size reproduction.

1.1.3 Vellum Drawings

Drawings on erasable Vellum 20# similar or equal to Xerox Zero solvent vellum.

1.1.4 Black-Line Drawings

Paper drawings reproduced from electronic CADD files or high quality reproducible drawings.

1.1.5 Full-Size Drawings

28 inches x 40 inches nominal size drawings with all details visually readable.

1.1.6 Half-Size Drawings

14 inches x 20 inches nominal size drawings with all details visually readable.

1.1.7 Modification Circle

A circle with a horizontal line through the center. The top half will contain the letter "P" with the bottom half containing the Modification number. The lettering standard will be 120/6 WRICO or similar.

1.1.8 Mylar Drawings

Drawings on polyester film, 3 or 5 mil, similar or equal to K & E Stabilene.

1.1.9 Electronic CADD Files

Electronic CADD files are files saved on CD-ROM in accordance with appropriate CADD standard. The CADD standard will include level on/off status, special characters, line wieghts, font, and size requirements.

1.2 GENERAL REQUIREMENTS

The work includes creation of vellumdrawings and electronic CADD files on Microstation SE for as-built drawings to accurately depict existing conditions of the project. As-Built Drawings will become the permanent record drawings of the construction. The Contractor is responsible for development of electronic CADD files in accordance with Omaha DistrictCADD standards. Omaha District's CADD standards are located on the Omaha District's FTP site (ftp://ftp.nwo.usace.army.mil/pub/ED/CADD/ae/standards/ACADstd.pdf) for AutoCADD and (ftp://ftp.nwo.usace.army.mil/pub/ED/CADD/ae/standards/Caddstd.PDF) for Microstation. The Omaha District will furnish a CD of CAD (read-write) contract drawing files in the software language specified in paragraph Procedure below. This is the software language required by the Using Service. These drawing files shall be used to prepare required As-Built drawings. The As-Built drawings shall include all major features of the work and all details to the same level as the original contract set of drawings. All changes from the contract drawings, including but not limited to all deviations, additional information, and modifications to the contract. Where contract drawings or specifications allow for options, only the option selected and actually constructed shall be shown on the As-Built Drawings. Systems designed or enhanced by the Contractor such as HVAC control system, fire alarm system fire sprinkler system, irrigation sprinkler system, letters of clarification, shall be accurately and neatly recorded on the As-Built Drawings using the same symbols, terminology, and general quality as the original set of contract drawings. All sheets affected by a change shall be revised. The transmittal requirements for the As-built Drawings shall be shown as events on the Contractor prepared project schedule.

1.3 PAYMENT

In accordance with the clause "Payment Under Fixed - Price Construction Contracts", which provides for progress payments on estimates of work accomplished (which meets the standards of quality established under the contract), $5,000 will be withheld from payment for the creation of As-Built drawings until the final as-built drawings are delivered to the Contracting Officer (including any necessary revisions and subject to the approval of the Contracting Officer).

1.4 TRANSMITTAL OF AS-BUILT DRAWINGS

1.4.1 Preliminary As-Built Drawings

The Contractor shall produce Preliminary As-Built Drawings indicating as-built conditions on Microstation SE with "clouding". As-Built preparation process is provided in paragraph As-Built Preparation below. Preliminary drawings shall consist of 15 percent of total project drawings. These drawings shall be sheets used for the construction of this project (exludes Cover Sheet, Vicinity Map, Location Plan and Indexes). The As-Built CADD files which include all changes up to the time Preliminary Drawings shall be sent as stated below. The Contractor shall draw attention to all drawing changes by "clouding" the affected area. This "clouding" shall be accomplished on layer 63 of the drawing file. The

Preliminary Drawings shall consist of one (1) set of CADD files on a CD-ROM and one (1) full-size set of the Black-Line Drawings. One (1) set of CADD files on a CD-ROM shall be submitted to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). One (1) full-size set of the Black-Line Drawings shall be submitted to the COR. Both documents shall be submitted three (3)weeks prior to the final acceptance inspection unless otherwise directed by the COR. The COR will notify the Contractor in writing of approval / disapproval. The Contractor shall not submit the Final Drawings until he receives the COR's letter approving the Preliminary Drawings.

1.4.2 Final As-Built Drawings

The Contractor shall produce Final As-Built Drawings on Microstation SE without "clouding". As-Built preparpation process is provided in paragraph As-Built Preparation below. The Final Drawings shall include all changes. The Final Drawings in the form of a CD-ROM shall be submitted to the COR and Omaha District Office (CENWO-ED-DI) no earlier than the day of acceptance of the project and no later than thirty (30) days after the date on the acceptance letter for the Preliminary Drawing unless otherwise directed by the COR. (Note: Final drawings shall not be forwarded to the customer. Corps of Engineers, Omaha District COR will forward to the customer after Quality Review.) Contractor shall submit one (1) set of CADD files on a CD-ROM to the Omaha District Office (ATTN: CENWO-ED-DI, Jim Janicek). Contractor shall send the following documents to the COR:

a) One (1) set of CADD files on CD-ROM (folder name containing as-built files shall be designated "AS-BUILTS" on each CD-ROM). Both CD case and CD-ROM shall contain the name of the project, location, specification number, and contract number, and words "As-Built Record Set"). The folder shall contain drawings, indexes and X-REF files related to all as-builts.

b) One (1) full-size set of vellumAs-Built Drawings, along with all red-lined hard copy drawings prepared by the Contractor during construction.

COR will forward one (1) full-size set of drawings along with CD-ROM to the customer.

1.4.3 As-Built Preparation

Both preliminary and final electronic as-built drawings shall be produced in accordance with the following process for MicroStation drawings:

1.4.3.1 For Microstation (*DGN.) Files

a. When opened, the drawing shall be seen exactly as it should be plotted.
b. Only one view port is open in the file.
c. The view shall be zoomed to fit the border.
d. All information in the title block shall be filled in, including plot scale.
e. The information in the title block shall be correct, including the design file name and the plot scale.
f. All files shall reference a MicroStation border supplied by the Omaha District.
g. Detach all unused reference files.
h. For any half tone references, the logical name shall have common first or last character(s). Preferably use "_xxx" at the end of the logical name. Include this information with the pertinent information.

i. All unnecessary information outside the border shall be deleted.
j. All files shall be compressed.
k. All fonts used shall be included with the set, even if it is the standard MicroStation fonts.
l. An ASCII text file shall be provided with the following information: a brief history of how the files were created, reference file paths that should be added to MS_RFDIR, the name of your font resource file, the name and phone number of the person we need to contact if we have problems, and the version of MicroStation used to create and/or work on the drawings.

1.4.3.2 Not Used
1.4.3.3 Not Used

1.5 PROCEDURE

One (1) CD-ROM containing the contract drawings (read-write CADD files) and CADD standards in Microstation SE format, for use in the preparation of As-Built Drawings by the Contractor, will be forwarded to the Resident Engineer. This CD-ROM will then be furnished to the Contractor after signed receipt to the Resident Engineer. The Contractor shall create a set of electronic Cadd files and full-size Red-Line Drawings to fully indicate As-Built conditions. The Red-Line Drawings shall be maintained at the site, in a current condition until the completion of the work and shall be available for review by the COR at all times. All as-built conditions shall be on the Red-Line Drawings within two (2) days after the work activity is completed or shall be entered on the deficiency tracking system (see Section 01451A, CONTRACTOR QUALITY CONTROL). The Contractor shall not convert electronic drawing files from one software language to another (i.e. Microstation to AutoCADD or AutoCADD to Microstation).

1.6 TITLE BLOCKS

The contract number and the specification number (if available) shall be shown on all sheets. "RECORD DRAWING" shall be added below the title block on all sheets. All modifications to the contract shall be posted in ascending order. The top line of the revision box shall state "REVISED TO SHOW AS-BUILT CONDITIONS" and dated. All modifications to all plans, sections, or details, shall have a modification number placed in the revision box under column entitled "Symbol". The statement "GENERAL REVISIONS" may be used when applicable. The date to be added in the revision box for modifications is found in Block 3 of Form SF-30. Cover Sheet will have Contract Award Set changed to As-Built Record Set with month & year completed. Month and year completed will also go in the date box in the title block. There will be no separate dates.

1.7 PROCEDURES FOR POSTING MODIFICATION CHANGES TO DRAWINGS

Follow directions in the modification for posting descriptive changes.
A Modification Circle shall be place at the location of each deletion.
The highest modification number on the sheet should be shown in the modification circle in the "DATE" and "DRAWING CODE" boxes of the title block.
For all new details or sections that are added to a drawing, place a Modification Circle by the detail or section title.

For changes to a drawing, place a Modification Circle by the title of the affected plan, section or detail titles (each location).
For changes to schedules on drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
The Modification Circle size shall be 1/2-inch diameter unless the area where circle is to be placed is crowded. Use smaller size circle for crowded areas.

1.8 WORD ABBREVIATIONS

Abbreviations shown on the abbreviation sheet shall be used to describe all work items. Additional word abbreviations, not found on the abbreviation sheet but necessary to describe the work, shall be properly identified and incorporated with the other standard word abbreviations.

1.9 LEGEND SHEETS

Symbols, which conflict with those on the original contract legend sheet, shall not be used. Additional symbols, properly identified, necessary to depict any additional work items, shall be added to the legend sheet or supplemental legend. Those projects that do not have legend sheets may use supplemental legends on each sheet where symbol is shown.

1.10 CONTRACTOR SHOP DRAWINGS

Contractor shop drawings,which supersede data on the contract plans and/or additional drawings, prepared by the Contractor, shall be incorporated into the As-Built Drawings. Design plans prepared by Contractor shall include the designer's name on the As-Built Drawings.

1.11 INDEXING OF DRAWINGS

If drawings are added to the portfolio of drawings to depict as-built conditions, the index of drawings shall be revised accordingly.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

As-Built drawings shall include as-built information to the same level of detail as shown on the original details, unless otherwise specified. The Contractor shall provide any additional full-size drawings as required to display all the details.

3.2 STRUCTURAL

3.2.1 Steel

Shop drawings that deviate from the contract drawings shall be incorporated in the As-Built Drawings.

3.3 MECHANICAL

3.3.1 Ductwork

Ductwork shall be shown to reflect actual installation and duct size. Ductwork routing changes shall be shown.

3.4 ELECTRICAL

3.4.1 PANELS

All contract drawing panel schedules shall be revised to show as-built conditions. Home-run circuit designation on electrical drawings shall accurately correspond to the as-built panel schedules.

3.4.2 Controls

All control diagrams in contract drawings shall be revised to reflect as-built conditions, and setpoints.

-- End of Section --

SECTION 01200

FPGR0201010

CONSTRUCTION GENERAL

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PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

SECTION 01200

CONSTRUCTION GENERAL

PART 1 GENERAL

1.1 GENERAL

This section covers the general requirements applicable to specific Contractor's operations or equipment for work performed on site.

1.2 SUBMITTALS

Submittals required by this section of the Technical Specifications shall be for Government Approval (GA) or for information only (FIO), and shall be submitted as stated below in accordance with SECTION H.

SD-03 Product Data

Content and location of signage; G AO

A minimum of 5 calendar days prior to erection, paragraph 1.3.3.

Method of identifying Contractor’s vehicles; G AO

A minimum of 90 calendar days prior to the start of site work, paragraph 1.5.2.

Procedure for identification and control of employees entering or leaving site; G AO

A minimum of 90 calendar days prior to the start of site work, paragraph 1.6.

Contractor’s site working hours; G AO

Contractor’s site working hours shifts, and days of the week to be worked, including an estimate of the number of employees working per shift, a minimum of 90 calendar days prior to the start of site work, paragraph 1.7.2.

Temporary utility connections; G AO

A minimum of 5 calendar days prior to their connection, paragraph 1.11.1.

Site safety and health program; G AO

A minimum of 90 calendar days prior to the start of site work, paragraph 1.12.

Material and equipment protection plan; G AO

A minimum of 90 calendar days prior to the start of site work, paragraph 1.16.

Crane rigger’s qualifications; G AO

A minimum of 21 calendar days, excluding weekends, prior to start of

site work, paragraph 1.18.4.

Access scheme proposal; G AO

A minimum of 90 calendar days prior to their installation and use, paragraph 1.19.

Off-site disposal location and plan; G AO

A minimum of 90 calendar days prior to disposal, paragraph 1.20.

Dust and fume control program; G AO

A minimum of 90 calendar days prior to the start of site work, paragraph 1.22.2.

SD-07 Certificates

Blockage of roadway lane(s); G AO

Blockage of roadway lane(s) with description of traffic control measures, a minimum of 24 hours, excluding weekends, prior to the blockage, paragraph 1.3.1.

Request to change schedule of regular site work hours; G AO

Request to change schedule of regular site work hours, etc., at Contractor’s discretion, 5 days prior to change, paragraph 1.7.2.

Request for bridge crane services; G AO

Request for bridge crane services, a minimum of 48 hours prior to when crane services are desired, paragraph 1.18.1.

1.3 WORK AREAS AND ACCESS

1.3.1 Access Roads

No new access roads are required. Any Contractor caused damage to existing roadways shall be repaired, and the surface shall be restored to its pre-damaged condition, less normal wear. Prior to the shipment of equipment and/or materials, the Contractor shall make his own investigation of conditions of the facilities such as clearances, restrictions, bridge load limits, and other limitations affecting transportation. Any such limitations to the transportation facilities shall not become the basis for claims or damages, or for extension of time for completion of work. Special requirements of the property owner or State and County authorities with which the Contractor is expected to comply for use of existing roadways, such as traffic regulations, load limits, maintenance and dust control during construction, restorations, or improvements after completion of the work, will be agreed to in writing by the Contractor and the party or parties concerned. It shall be the responsibility of the Contractor to obtain the permits and licenses required for shipment of the equipment and materials. All work shall be performed so that it does not isolate any area or prevent the movement of traffic. If one lane is blocked, the Contractor shall provide the necessary flaggers, based on the visibility, to control traffic. The Government shall be notified in advance of any blockage. The Government will make the final determination on whether adequate traffic control measures have been taken.

1.3.2 Access By Government Personnel

Clear access shall be maintained for Government personnel and equipment through all work areas.

1.3.3 Contractor's Work Area and Employee Access

The job-site work area shall be as approved by the Contracting Officer. This will include part of the erection bay and the area adjacent to Unit 3. The project areas off-limits to Contractor personnel will be as designated by the Contracting Officer. Salespersons or personnel seeking employment will not be permitted inside the powerhouse. Signs may be erected outside the powerhouse containing instructions for personnel seeking the Contractor. The content and location of the signs shall be submitted for approval.

1.4 BARRICADES AND DANGER, DETOUR AND WARNING SIGNS

1.4.1 Barricades, and Danger and Detour Signs

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals, and detour and other signs; provide a sufficient number of watchmen; and take all necessary precautions for the protection of the work and the safety of the public. Roads or access ways closed to traffic shall be protected by effective barricades, and the obstruction shall be continuously illuminated day and night. Suitable warning signs shall be illuminated by lanterns or flares day and night.

1.4.2 Warning Signs

Warning signs shall be erected 500 feet in advance of any place on the project where operations interfere with the use of a road by traffic. Warning signs shall conform to the standards established in Part IV of the "Manual on Uniform Traffic Control Devices for Streets and Highways," published by the U.S. Dept. of Transportation.

1.5 VEHICLES

1.5.1 Use of Private Vehicles

Parking of private vehicles shall be restricted to the areas designated. Spaces for approximately 10 privately owned vehicles will be available in a designated area near the powerhouse. Additional parking may be available if needed. The Government may need to restrict access for private vehicles depending on current threat conditions.

1.5.2 Identification of Vehicles

All Contractor's vehicles shall display approved identification of such size and color to allow Corps personnel to identify the vehicle.

1.6 PROJECT SECURITY

A procedure shall be submitted for approval for identification and control of employees entering or leaving the project. Contractors are required to submit the following for each foreign national working on site: Name, Position, Country of Citizenship, Copies of Identification including Passports, Requested Dates On Site, Purpose of Visit. These

individuals shall receive clearance before they will be granted access to the powerhouse.

The security of the Contractor's property and items furnished under this contract, until accepted, are the responsibility of the Contractor whether stored inside or outside the powerhouse.

1.7 SITE WORKING HOURS

1.7.1 Government Project Personnel Working Hours

The working hours of the project staff are 7:00 a.m. - 5:30 p.m., Monday through Thursday with Fridays with Federal holidays off.

1.7.2 Contractor's Working Hours

The Contractor's working hours shall be between 7:00 a.m. and 5:30 p.m., Mondays through Thursday. A proposed schedule consisting of work hours, shifts, and days of the week shall be submitted within 30 days after contract award. Notification of any proposed changes of the schedule of regular work hours, overtime work hours, and shifts of work crews and personnel at the site shall be submitted (at least 5 days in advance of change in the work schedule).

1.8 WORK BY THE GOVERNMENT CONCURRENT WITH CONTRACTOR WORK

The Government will limit interference with the Contractor's work to a minimum duration possible. The Government may award other contracts at or near the site of work under this contract. The Contractor shall fully cooperate with the other Contractors and with the Government employees and shall carefully adapt scheduling and performing of work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of the work by other Contractors or by the Government employees.

1.9 SAFE CLEARANCE PROCEDURES

Hazardous Energy Control (HEC) procedures are implemented for all the maintenance and construction activities on Corps property. These procedures are in accordance with OSHA regulation 29 CFR 1910.147, 1910.333, 1910.269 and USACE ER 385-1-31, The Control of Hazardous Energy (safe clearance). Any work performed at the Fort Peck project will be performed under safe clearance. The contractor shall request clearance on a piece of equipment or system before any work may begin. The Corps will establish the limits of the clearance, tag and lock the equipment or systems. The Contractor will be required to institute their own safe clearance procedures in accordance with OSHA and USACE regulations, within the perimeter or the Corps clearance. It shall be the responsibility of the Contractor to provide and install personal protective grounds (PPG) using proper grounding equipment, techniques, and procedures. These grounds will be added to the Corps' clearance for the purpose of tracking the application of these grounds. The Contractor's clearance shall not inhibit or interfere with the Corps operation of the plant. The clearances shall not be violated. Any violation of Hazardous Energy Control procedure (Safe Clearance Procedures) will be grounds for removal of the offender(s).

1.10 EXISTING FACILITIES

1.10.1 Sanitation Facilities

Existing restroom facilities shall not be used by Contractor personnel. The Contractor shall provide temporary sanitation facilities in accordance with EM 385-1-1. They shall be located in approved locations.

1.10.2 Personnel Elevator

The personnel elevator, located outside the control room. shall not be used by the Contractor's personnel.

1.11 UTILITIES

1.11.1 General

All utilities provided by the Government shall be at no cost. Care shall be exercised in conserving all Government-furnished utilities. Extension cords shall be Contractor-furnished. All temporary utility connections shall be subject to approval. The location of all power lines and all temporary connections for electricity shall be subject to approval. All temporary circuits and devices shall be provided, connected, and maintained and removed prior to final acceptance. Ground fault protection for all circuits used shall be Contractor-furnished. All utilities that are required for use in performance of the work under this contract shall be Contractor-furnished except as noted below:

a. Water. All reasonable amounts of raw and potable water will be made available from existing outlets. The Contractor shall freeze-proof all water systems being used in the operations during the winter months of October through March.

b. Electricity. Electric power may be obtained at existing outlets.

(1) 120-volt, 1 phase 20-ampere duplex receptacles.

(2) 480-volt, 3-phase 30-ampere (maximum) circuits.

c. Compressed Air. Up to 114 cfm (total) of compressed air (nominal pressure of 115 psi) will be provided from existing outlets.

1.11.2 Telephone

The Contractor is encouraged to use cellular phone service if available and functional. A designated project telephone will be made available for use by the Contractor. The telephone shall be utilized for official business only. Phone charge cards will be used for all Contractor long distance calls.

1.12 SITE SAFETY AND HEALTH PLAN

The Contractor shall provide a comprehensive site safety and health program, in accordance with the requirements of EM 385-1-1, paragraph 28B. The site safety and health program shall include organizational structure, a site safety and health plan, and a comprehensive work plan, and shall be submitted for approval within 90 days prior to the commencement of site work. Site work will not commence until the plan is approved by the Government.

1.13 CONTRACTOR'S EQUIPMENT HANDLING

The Contractor shall be responsible for unloading and handling all equipment and materials to be used in connection with this contract.

1.14 STORAGE OF EQUIPMENT AND MATERIALS

Indoor storage of equipment and materials will be permitted on Government property as designated by the COR. The largest storage area is located in the second powerplant. All equipment and materials proposed for temporary storage within the Government allocated staging areas shall be approved. A minimum access space of three feet shall be maintained between the Contractor’s stored items and the existing powerhouse equipment.

1.15 GOVERNMENT TOOLS AND MISCELLANEOUS EQUIPMENT

Government tools and equipment in the powerhouse, i.e., lathes, drill presses, etc., are not available for use.

1.16 PROTECTION OF MATERIAL AND WORK

All materials, supplies, tools, equipment and Government property (including all tools, equipment, and special devices supplied by the Contractor and to be turned over to the Government at the end of the Contract) shall at all times be protected and preserved in an approved manner, and in accordance with manufacturer’s recommendations. If material, equipment, supplies, and work performed are not adequately protected, such property may be protected by the Government and the cost thereof will be charged to the Contractor or deducted from any payment due. Protection of the powerhouse floors and walls shall be provided and maintained by the Contractor. The Contractor shall be responsible for the satisfactory removal of all stains and residues, and the satisfactory repair of damages to structures and equipment. Operating components of existing powerhouse equipment shall be protected by suitable methods as approved.

1.17 PROTECTION AND RESTORATION OF EXISTING FACILITIES

All existing facilities shall be protected whether or not shown on the drawings. Upon completion of the work, all the existing facilities, not included as a portion of the work, shall be left in a condition equal to the original condition prior to the contract. Costs for repair and restoration of any facilities shall be considered to be incidental to and included in the contract price.

1.18 USE OF POWERHOUSE BRIDGE CRANE

1.18.1 General Information

The Government will provide use of one bridge crane at the powerhouse for use of loading and off-loading of the equipment and materials and reassembly of the unit. The bridge crane has one 25 ton hoist and one 150 ton hoist. Crane services will be made available to the Contractor, upon request. Advance notice of at least 24 hours shall be given to the Government each time the use of the crane is required.

1.18.2 Emergency Crane Usage and Scheduled Maintenance

The Government will have priority use of the crane in emergency conditions, e.g., for needed use that could not be foreseen or scheduled.

1.18.3 Contractor Crane Operator

Qualified Contractor bridge crane operators shall be furnished for the operations. In addition to meeting the requirements of EM 385-1-1, each crane operator shall have had at least 1-year’s experience on a bridge crane with similar characteristics and equal or greater capacity. Qualifications, for each operator in the form of an affidavit signed by the operator and the Contractor shall be submitted. The affidavit shall include a complete record of all related work with particular emphasis on experience directly related to operation of a counterpart crane handling comparable loads. Before any operator is approved they shall spend at least 1 hour being checked out on the crane under the direct surveillance of the Government. The operator may be retested at any time. The crane operators shall have current (within the previous 12 months) medical examinations with emphasis on hearing, eyesight, and cardiovascular conditions. The medical exams shall be submitted with the affidavit.

1.18.4 Contractor’s Riggers

Qualified riggers shall be furnished for lifting and in attaching such loads to the crane. An affidavit stating the riggers qualifications shall be submitted. The affidavit shall include a complete record of all related experience and be signed by the rigger and the Contractor. Knowledge of hand signals of the riggers and verification shall be the responsibility of the Contractor.

1.18.5 Lifting and Handling Devices

Any special lifting and handling devices required for the work shall be provided by the Contractor, and shall be turned over to the Government upon completion of the contract. All slings used shall be provided new. Slings shall be used for direct in-line pulls or loading, and not used for wrapping around a load and lifting that load.

1.19 SCAFFOLDING

Any scaffolding, ladder, stairway, cribbing, or other access schemes proposed to be used shall be submitted for approval, including type, layout, and connections. Approved anti-slip surface material shall be installed on scaffolding platforms. Scaffolding shall comply in every respect with EM 385-1-1.

1.20 DAILY CLEANUP AND DISPOSAL

All debris resulting from the work, such as waste metalwork, packing cases, scrap lumber, paint, oil, grease, and solvents, shall be collected, removed, and disposed of off-site at least once per shift by the Contractor at the Contractor's expense. The location of the Contractor's off-site disposal area and a plan for safe disposal of material shall be submitted for approval. The Government's trash cans, dump boxes and other containers, etc. shall not be used. Liquid or solid waste shall not be disposed of in powerhouse drains. All costs of removing debris shall be incidental to the work, and no separate payment will be made therefore.

1.21 CARE OF DRAINS

Existing powerhouse drains shall not be used for disposal of any solid material or any liquids other than clear water. Drains obstructed by the Contractor shall be cleaned by the Contractor. All costs incurred in the cleaning and clearing of plugged drains shall be borne by the Contractor.

1.22 DUST CONTROL IN THE POWERHOUSE

1.22.1 General

Depending upon the Contractor's plant and equipment and methods of operation, additional provisions for satisfactory dust control will be required and shall be included in the proposed dust control program. Decisions by the Government as to the adequacy and extent of the dust control program and prosecution of the work shall be final. The dust control in the powerhouse shall be considered as incidental to the work and no separate payment will be made therefore.

1.22.2 Dust and Fume Control Program

All necessary measures shall be taken to effect maximum control of all dust and welding fumes created by operations under this contract. To the maximum extent possible, all dust and dirt shall be removed by vacuum cleaning, unless otherwise approved. Prior to commencement of such operations, the proposed dust control program shall be submitted. Part of the required dust control program shall include the following:

a. Provision of exhaust ducts which shall discharge outside the powerhouse structure where mechanical ventilation is used.

b. Controlled operation of power-driven tools.

c. Furnishing and removing of oiled sawdust or other approved dust preventatives in areas which cannot be properly rendered free from excessive dusting by vacuum cleaning or other methods.

d. Vacuum cleaning (or other acceptable method) of spaces within the powerhouse where dust accumulates.

e. Gasoline or diesel-engine equipment may not be used inside the powerhouse. Air, electrical, propane, or battery-driven equipment may be used inside the powerhouse.

f. The powerhouse is pressurized to prevent dust infiltration from the outside. All doors will be kept closed when not being used.

1.23 NOISE CONTROL

Noise control and noise levels shall conform to requirements set forth in the appropriate regulations, including OSHA.

1.24 FIRE CONTROL

All fire fighting equipment, supplies, and personnel shall be supplied in accordance with EM-385-1-1. Delays due to Contractor caused fires will not be acceptable as the basis of a claim for additional compensation.

1.25 ISPOSITION OF CONSTRUCTION FACILITIES.

All buildings and facilities constructed by the Contractor shall be maintained in a satisfactory condition with strict observance of the rules of sanitation, safety and order as may be established by the Contracting Officer. Prior to final payment under the contract, all buildings and facilities constructed by the Contractor for his own use shall be removed from the site by the Contractor.

1.26 SPECIAL INSTRUCTIONS FOR PROGRESS CHARTS.

To be submitted in accordance with the CONTRACT CLAUSES clause entitled "Schedule for Construction Contracts" shall indicate the required data for each of the principal features of the work. Contract changes or modifications will not include extensions of time unless the updated progress chart shows that the contract completion date is delayed due to the affect of the change on one or more principal features of the work.

1.27 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or
(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.</TXT

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed

and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;
(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud. (FAR 52.246-21)

PART 2 PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

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SECTION 01270

FPGR0201270

MEASUREMENT AND PAYMENT

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(NOT USED)

PART 3 EXECUTION

(NOT USED)

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL INFORMATION

In each instance, the contract price for an item will constitute full compensation as herein specified, as shown, or as otherwise approved. The contract price and payment will also constitute full compensation for all work incidental to completion of the item, unless such work is otherwise specifically mentioned for separate payment under another bid item. In the event any work is required by the specification sections or by the drawings and not specifically mentioned in the measurement and payment paragraphs, separate or direct payment will not be made, and all costs thereof are incidental to, and included in, the contract prices and payment for all items listed in the bid schedule.

1.2 MEASUREMENT

1.2.1 General

Items measured as a job will be measured for payment as a complete job in the locations indicated. This measurement includes all incidental work and materials such as fittings, fasteners, electrical materials, and O&M manuals that are necessary to make a complete job. Unless the payment item paragraph makes a specific exception of any item, incidental items will not be measured under any other item even though there is another listing for the work or material.

1.2.2 Services of Miscellaneous Hire Items (Options) for Government Directed Work

Machinist hire, electrician hire, welding services, painter hire, other skilled craftsman hire, general laborer hire, liquid penetrant test method, magnetic particle test method, and ultrasonic test method, measurement of time will be units of man-hours, with a man-hour defined as one person working as directed for a period of 60 minutes. To qualify as services of miscellaneous hire, the directed work will be additional to that necessary to comply with specifications requirements. Time will be computed by rounding off to the next higher one-half (1/2) hour. No separate measurement for supervision, helper labor, or overhead will be made as they are incidental to the service being provided.

1.2.3 Miscellaneous Welding

Miscellaneous welding will be measured for payment as the number of pounds of welding rod or wire placed. When directed to perform welding under this item, the welding rod or wire for the work shall be weighed in the presence of a Government Inspector. Upon completion of the work, the rod studs and unused rods or wire shall be weighed in the

presence of a Government Inspector and the difference in weight between the rods or wire issued and the stubs and rods or wire returned will be the amount for payment. If the number of stubs plus the unused rods does not equal the number of rods issued, the weight of one rod will be deducted for each rod unaccounted for.

1.3 PAYMENT

1.3.1 General

Payment for all work specified, shown or incidental to complete the work will be made as follows: (Note: Basic Bid Items 0001 thru 00010, Option Bid items 11 and 12a thru 12j.)

Bid Item 0001 Reassemble Generator

Reassembly of the generator unit, will be paid for under Bid Item No. 0001, unless another Bid Item No. is called out for covering a specific portion of the work described, see SECTION 15991.

Bid Item 0002 Furnish Stator Winding and Supplies

Furnishing the stator winding and supplies will be paid for under Bid Item No. 0002. This work shall include the furnishing of a complete set of stator bars, including all supplies and accessories to make up a complete new winding, including factory testing as specified in SECTION 16210.

Bid Item 0003 Furnish For Test and Have Tested Prototype Bars

Furnishing and testing the prototype bars will be paid for under Bid Item No. 0003. This work shall include furnishing and testing prototype stator bars, and having them tested by an independent testing laboratory, as specified in SECTION 16210.

Bid Item 0004 Furnish Spare Parts

Furnishing the spare parts will be paid for under Bid Item No. 0004. Payment shall include the furnishing of all spare parts as specified in SECTION 16210.

Bid Item 0005 Furnish Stator Core Materials and Accessories

Furnishing the stator core materials and accessories will be paid for under Bid Item No. 0005. Payment shall include the furnishing of all stator core materials and accessories as specified in SECTION 16210.

Bid Item 0006 Removal Stator Winding and Stator Core

Removal of the stator winding and stator core will be paid for under Bid Item No. 0006. Payment shall include the removal of the stator winding and stator core as specified in SECTION 16210.

Bid Item 0007 Install Stator Core

Installing the stator core will be paid for under Bid Item No. 0007. Payment shall include the installation of the stator core as specified in SECTION 16210.

Bid Item 0008 Inspect, Clean and Test Rotor

Inspecting, cleaning and testing the rotor will be paid for under Bid Item No. 0008. Payment shall include performing rotor inspection, cleaning and testing as specified in SECTION 16210.

Bid Item 0009 Install and Test Stator Winding

Inspecting and testing the stator winding will be paid for price under Bid Item No. 0009. Payment shall include the installation and testing of the new stator winding, together with all accessories, as specified in SECTION 16210.

Bid Item 0010 Perform Special Field Tests

Performing the special field tests will be paid for under Bid Item No. 0010. Payment shall include performing all special field testing as specified in SECTION 16210.

OPTION Bid Item 0011 Parts and Materials

If the Government exercises this option, the Contractor will be reimbursed for the actual cost of these items plus 15 percent under Bid Item No. 0011. Invoices and signed purchase orders for parts and materials, including shipping charges, shall be prepared and submitted for payment. The total cost of items covered under Bid Item No.0011 shall not exceed the amount shown on the Bid Schedule and in SECTION 15991.

OPTION Bid Item 0012 Miscellaneous Hire Items, Weld Inspection and Non-Destructive Testing

a. If the Government exercises this option, miscellaneous welding, as measured in para. 1.2.3, will be paid for at the contract unit price per pound for Bid Item No. 0012A. This price and payment shall be full compensation for furnishing all labor, materials, and equipment for performing miscellaneous welding as directed. (SECTION 15995)

b. If the Government exercises any of these options, miscellaneous hire items, as measured in para. 1.2.2, will be paid by the applicable contract unit price per hour for:

Bid Item No. 0012B, "Machinist Hire (Option)"
Bid Item No. 0012C, "Electrician Hire (Option)"
Bid Item No. 0012D, "Welding Services (Option)"
Bid Item No. 0012E, "Painter Hire (Option)"
Bid Item No. 0012F, "Other Skilled Craftsman Hire (Option)"
Bid Item No. 0012G, "General Laborer Hire (Option)"
Bid Item No. 0012H, "Liquid Penetrant Method (Option)"
Bid Item No. 0012I, "Magnetic Particle Method (Option)"
Bid Item No. 0012J, "Ultrasonic Method (Option)"

The unit prices for labor for additional work shall not exceed the unit price quoted in the Bidding Schedule for Bid Items 0012A through 0012J, which price shall include the price for supervision, equipment, tools labor, materials, transportation of items to and from site to work place, overhead and incidentals required for the work. (SECTION 15995).

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01330

SUBMITTAL PROCEDURES

09/01; Omaha Update 07/02

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SECTION 01330

SUBMITTAL PROCEDURES
09/01; Omaha Update 07/02

PART 1 GENERAL

Attachments: Submittal Register
ENG Form 4025, Transmittal Form

1.1 CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for total management of his work including scheduling, control, and certification of all submittals. The submittal management system provided in these specifications is intended to be a complete system for the Contractor to use to control the quality of materials, equipment and workmanship provided by manufacturers, fabricators, suppliers and subcontractors. The Contractor shall review each submittal for contract compliance. Submittals that comply will be forwarded to the Government. Submittals that do not conform will be returned to the originator to be corrected. The Submittal Register (ENG Form 4288) will be utilized to log and monitor all submittal activities. No construction or installation activities shall be performed prior to required approvals of applicable submittals. The Contractor shall perform a check to assure that all materials and/or equipment have been tested, submitted and approved during the preparatory phase of quality control inspections.

1.2 SUBMITTAL IDENTIFICATION (SD)

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

SD-01 Preconstruction Submittals

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

In addition, the following items are included:

Construction Progress Schedule
Health and safety plan
Work plan
Quality control plan
Environmental protection plan
Permits

SD-02 Shop Drawings

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

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accordance with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

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

Statement signed by an official authorized to certify on behalf of the

manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

Confined space entry permits.

SD-08 Manufacturer's Instructions

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

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

In addition, the following items are included:

As-built drawings

Special warranties

Posted operating instructions

Training plan

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." All submittals noted in the technical specifications and Submittal Register as "G-DO", "G-AE" or "G-AO" are subject to Government Approval.

1.3.2 Information Only (FIO)

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

the Contract Clause referred to above. The Contracting Officer has the option to review any submittal.

1.4 APPROVED SUBMITTALS

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

1.5 DISAPPROVED SUBMITTALS

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

1.6 WITHHOLDING OF PAYMENT

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

1.7 GENERAL

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

1.8 SUBMITTAL REGISTER AND ENG FORM 4288 (RMS) SUBMITTAL REGISTER

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

specifications; this list may not be all inclusive and additional submittals may be required. The attached submittal register identifies only the submittal section, type of submittal, description of item submitted, paragraph number related to submittal item (section submittal paragraph if none listed), submittal classification (G), and submittal reviewer identifier (DO, AE or AO). Any submittal without a submittal classification and submittal reviewer identifier is considered to be For Information Only (FIO). The submittal register generated by the Government Resident Management System (RMS) Software is used for tracking construction submittals and is referred to as ENG Form 4288 (RMS). The Contractor shall maintain an ENG Form 4288 (RMS) for the project in accordance with the attached ENG Form 4288 (RMS) Instructions. The Contractor will be furnished one (1) set of ENG Forms 4288 (RMS) at the preconstruction conference. Much of the same information contained on the atttached submittal register will be included on the ENG Forms 4288 (RMS) furnished to the Contractor. The Contractor shall complete the appropriate columns as indicated on the attached ENG Form 4288 (RMS) Instructions and return to the Contracting Officer for approval within 20 calendar days after the preconstruction conference. The ENG Form 4288 (RMS)will become a part of the contract after approval. The TRANSMITTAL NUMBER AND ITEM NUMBER shall be left blank for use later to record the respective transmittal and item number corresponding to those listed on the transmittal form entitled: "TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE" (ENG Form 4025). The approved ENG Form 4288 (RMS) will become the scheduling document and will be used to control submittals throughout the life of the contract. The ENG Form 4288 (RMS) and the progress schedules shall be coordinated.

1.9 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 20 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.10 TRANSMITTAL FORM (ENG FORM 4025)

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

1.11 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.11.1 Procedures

1.11.1.1 "G-DO or G-AE" Submittals

All items listed as "G-DO" or "G-AE" submittals in the various sections or on the Submittal Register shall be mailed directly to the addressee shown

below as directed. For each submittal, a completed information copy of the attached transmittal form shall also be mailed to the Area Engineer .

Technical Reviewer

Engineering Division (ED)
Attn: CENWO-ED-DI
U.S. Army Engineer District, Omaha
106 South 15th Street
Omaha, NE 68102-1618

Each required submittal which is in the form of a drawing shall be submitted as seven (7) prints of the drawing. Drawing prints shall be either blue or black line permanent-type prints on a white background or blueprint and shall be sufficiently clear and suitable for making legible copies.

All catalog and descriptive data shall be submitted in seven (7) copies. Catalog cuts and other descriptive data which have more than one model, size, or type or which shows optional equipment shall be clearly marked to show the model, size, or type and all optional equipment which is proposed for approval. Submittals on component items forming a system or that are interrelated shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function as a unit.

1.11.1.2 "G-AO" and FIO Submittals

Except as noted below, data for all items listed as "G-AO" Submittals in the various sections shall be submitted in five (5) copies to the Area Engineer using the transmittal form. Items not to be submitted in multiples, such as samples and test cylinders, shall be submitted to the Area or Resident Engineer (as directed) accompanied by five (5) copies of the transmittal form.

Except as noted below, data for all items listed as FIO Submittals in the various sections shall be submitted in three (3) copies to the Area Engineer using the transmittal form. Items not to be submitted in multiples, such as samples and test cylinders, shall be submitted to the Area or Resident Engineer (as directed) accompanied by three (3) copies of the transmittal form. The Government has the option to review any FIO submittal.

1.11.1.3 Certificates of Compliance

Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.11.1.4 Purchase Orders

Copies of purchase orders shall be furnished to the Contracting Officer when the Contractor requests assistance for expediting deliveries of

equipment or materials, or when requested by the Contracting Officer for the purpose of quality assurance review. Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project shall (1) be clearly identified with the applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating, if applicable.

1.11.1.5 Operation and Maintenance Instructions and/or Manuals

Where required by various technical sections, operations and maintenance instructions and/or manuals with parts lists included shall be provided by the Contractor in quintuplicate, unless otherwise specified, and shall be assembled in three-ring binders with index and tabbed section divider and having a cover indicating the contents by equipment or system name and project title and shall be submitted for approval to the Contracting Officer 90 days prior to final tests of mechanical and electrical systems, unless otherwise specified. Each operation and maintenance manual shall contain a copy of all warranties and a list of local service representatives required by Section 01200 Warranty of Construction. If field testing requires these copies to be revised, they shall be updated and resubmitted for approval within 10 calendar days after completion of tests. The Operations and Maintenance Instructions and/or Manuals shall be shown as a separate activity on the Contractor prepared construction schedule bar chart or network analysis system. In additon, one reproducible unfolded copy of all wiring and control diagrams and approved system layout drawings shall be submitted with the O&M Manuals.

1.11.2 Deviations

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

1.12 CONTROL OF SUBMITTALS

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

1.13 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated.

1.13.1 "G-AE" or "G-DO" Submittals

The drawing print and five (5) sets of all catalog data and descriptive literature and drawing prints will be retained by the Contracting Officer and two (2) sets of catalog data and descriptive literature and drawing prints will be returned to the Contractor.

1.13.2 "G-AO" Submittals

Two (2) copies of "G-AO" submittals for approval will be returned to the Contractor except for samples, test cylinders, and O&M manuals for which two (2) copies of the transmittal form only will be returned to the Contractor.

1.14 INFORMATION ONLY SUBMITTALS

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

1.15 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following. The stamp shall be affixed and filled out on the back of each ENG Form 4025.

CONTRACTOR

(Firm Name)

_____ Approved

_____ Approved with corrections as noted on submittal data and/or attached sheets(s).

SIGNATURE: _____

TITLE: _____

DATE: _____

INSTRUCTIONS
ENG FORM 4288 (RMS)

1. The Contractor shall utilize the ENG Form 4288 (RMS) generated by the Government Residential Management System (RMS)software for tracking construction submittals. The Submittal Register information, columns (c) thru (f) from the Submittal Forms furnished with this solicitation, [will be utilized by the Government] to generate the ENG Form 4288 (RMS). [The Government will furnish the Contractor a hard copy of the ENG Form 4288 (RMS) at the preconstruction conference.]. The ENG Form 4288 (RMS) includes the following items and parties responsible for completing the information required on the ENG Form 4288 (RMS). The subparagraph headings below do not correspond to the Submittal Register column headings.

a. Activity Number: will be provided by the Contractor from his Network Analysis, if required, and when a network analysis is accepted.

b. Transmittal Number and Item Number: will be provided by the Contractor from ENG Form 4025 for each item.

c. Specification Paragraph Number: will be provided by the Government from the Submittal Register from column entitled "Specification Paragraph Number".

d. Description of Submittal: will be provided by the Government from the Submittal Register from column entitled "Description of Item Submitted".

e. Type of Submittal: will be provided by the Government from the Submittal Register from column entitled "Type of Submittal" or "Description of Item Submitted".

f. Classification: will be provided by the Government from the Submittal Register from column entitled "Classification".

g. Reviewing Office - Reviewer: will be provided by the Government from the Submittal Register from column entitled "Classification" or "Reviewer".

h. Contractor Schedule Dates: the Contractor will provide schedule dates for

"Submit Needed By" (Date the Contractor expects to submit an item. It is the Contractors responsibility to calculate the lead time needed for the government approval. Note if resubmittal is required it is the Contractors responsibility to make all adjustments necessary to meet the contract completion date.)

"Approval Needed By" (date the Contractor can receive approval and still obtain the material by need date.), and

"Material Needed By" (date that the material is needed at the site. If there is a network analysis it should reflect that date on the analysis.)

i. Contractor Action: Includes the following items: "Code" and "Submit to the Corps". These items will be completed by the Contractor. The action codes will be one of the following:

A - Approved as submitted.

B - Approved, except as noted.
G - Other (specify)

j. Government Action: This item includes a Government Action "Code" and "Date" and is reserved for Government use. The Government reserves the right to review any submittal for contract compliance. Receipt of an Action Code "F - Receipt Acknowledged" or failure of the Contractor to receive an Action Code by the Government, does not mean that the submittal is in compliance with the contract requirements. When used by the Government, the action code will be one of the following:

A - Approved as submitted.
B - Approved except as noted on drawings.
C - Approved, except as noted on drawings. Refer to attached ____ sheet resubmission required.
D - Will be returned by separate correspondence.
E - Disapproved (See Attached).
F - Receipt Acknowledged.
Fx - Receipt acknowledged, does not comply as noted with contract requirements.
G - Other (specify).

2. Reviewer Abbreviation code will be as follows;

G-DO, G-AE or G-AO - Government Approved
For Information Only - Any submittal without a Government Approved abbreviation code.

INSTRUCTIONS
ENG FORM 4025

1. DATE at the top of form will be the date submitted to the Government which is to be completed by the Contractor.

2. TRANSMITTAL NO. Each new transmittal (i.e. [G-AE,] [G-ED,] G-RE or FIO) shall be numbered consecutively for each specification section in the space provided in "Transmittal No.". This number will be the identifying symbol for each submittal. Example: "15400A-001", "15895A-001" "15895A-002", "16415A-001", etc. For each new submittal or for a resubmittal, the appropriate box must be marked. Resubmittals must be designated by their original sequential number followed by an ".1", ".2", etc. for each sequential resubmittal. Example: "15895A-001.1" (previous submittal No. 15895A-001).

3. TO: Box will contain the name and address of the office which will review the submittal (as designated by the Contracting Officer).

4. FROM: Box will be the name and address of the Contractor. Contractor is to complete this box.

5. CONTRACT NO. box will contain the Contractors construction contract number (e.g., DACXXX-XX-C-XXXX).

6. CHECK ONE box

a. CHECK ONE box (for transmittal/ retransmittal) will be completed by the Contractor with one box marked. If a resubmittal is provided last transmittal number will be added.

b. CHECK ONE box will be completed by the Contractor with one box marked for the submittal type.

7. SPECIFICATION SECTION NO. box will be completed by the Contractor. The number will be the five digit number found in the specifications. No more than one section will be covered with each transmittal.

8. PROJECT TITLE AND LOCATION box will be completed by the Contractor.

9. Column a, will be completed by the Contractor and will contain a different number for each item submitted in that transmittal. Once a number is assigned to an item it will remain the same even if there is a resubmittal.

10. Column b, will be completed by the Contractor. The description of each item on this form will be the descriptions provided on the submittal register. The Contractor shall submit each submittal register item all at once on one transmittal if possible. If a submittal register item can not be submitted all at once Contractor should note that in the remarks box.

11. Column c, will be completed by the Contractor. The information will be the appropriate submittal description number as described this Section or shown on the submittal register (e.g. SD-XX).

12. Column d, will be completed by the Contractor. The number of copies will be determined by the Contractor after review of submittal register for the classification of the item and after review of paragraph: SUBMITTAL

PROCEDURES of this Section.

13. Column e, will be completed by the Contractor. The Contractor shall state all applicable paragraph numbers.

14. Column f, will be completed by the Contractor. The Contractor shall state all applicable drawing sheet numbers.

15. Column g, will be completed by the Contractor. The action codes will be one of the following:

A - Approved as submitted.
B - Approved, except as noted.
G - Other (specify)

16. Column h, will be completely by the Contractor. A check shall be placed in this column when a submittal is not in accordance with the plans and specifications also, a written statement to that effect shall be included in the space provided for "Remarks".

17. Column i, is reserved for Government use and may or may not be provided. When used by the Government, the action code will be one of the following:

A - Approved as submitted.
B - Approved except as noted on drawings.
C - Approved, except as noted on drawings. Refer to attached ____ sheet resubmission required.
D - Will be returned by separate correspondence.
E - Disapproved (See Attached).
F - Receipt Acknowledged.
Fx - Receipt acknowledged, does not comply as noted with contract requirements.
G - Other (specify).

18. REMARKS box self explained.

19. Contractor Quality Control Manager must provide name and sign all Eng Form 4025 certifying conformance. In the space for the name and signature, also include a phone number where the CQC Manager may be reached.

20. Section II will be completed by the Government. Contractor is not to write in this space.

See reverse side of ENG Form 4025 for additional instructions.

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Rewind Unit 3, Fort Peck Dam, MT

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		00800	SD-02 Shop Drawings															
			Equipment Room Drawings		G	AO												
			Plant Layout Drawings		G	AO												
		01200	SD-01 Preconstruction Submittals															
			Proposed Methods of Operation		G	AO												
			Progress Charts	1.10	G	AO												
			Construction Right-of-Way															
			SD-02 Shop Drawings															
			Care of Water	1.4	G	AO												
			SD-11 Closeout Submittals															
			Warranty of Construction															
			SD-03 Product Data															
			Content and location of signage		G	AO												
			Method of identifying Contractor's		G	AO												
			vehicles															
			Procedure for identification and		G	AO												
			control of employees entering or															
			leaving site															
			Contractor's site working hours		G	AO												
			Temporary utility connections		G	AO												
			Site safety and health program		G	AO												
			Material and equipment protection		G	AO												
			plan															
			Crane rigger's qualifications		G	AO												
			Access scheme proposal		G	AO												
			Off-site disposal location and plan		G	AO												

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Rewind Unit 3, Fort Peck Dam, MT

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
							SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
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		01200	Dust and fume control program		G	AO												
			SD-07 Certificates															
			Blockage of roadway lane(s)		G	AO												
			Request to change schedule of		G	AO												
			regular site work hours															
			Request for bridge crane services		G	AO												
		01355	SD-01 Preconstruction Submittals															
			Environmental Protection Plan	1.7	G	AO												
		01400	SD-01 Preconstruction Submittals															
			Accident Prevention Plan		G	AO												
			SD-07 Certificates															
			Qualifications		G	AO												
		02081	SD-03 Product Data															
			Hazardous Waste Determinations		G	AO												
			Shipping Manifest															
			Safe Storage Plan		G	AO												
		15991	SD-03 Product Data															
			Disassmly and Reassembly		G	AO												
			Procedure															
			Method of Holding Fasteners		G	AO												
			Design Values		G	AO												
			Reassembly Alignment Checks		G	AO												
			Reassembly Testing		G	AO												
			SD-05 Design Data															
			Disassembly Investigations and															
			Inspections															

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION
Rewind Unit 3, Fort Peck Dam, MT

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	CLASSIFICATION	GOVT OR A/E REVWR	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY					MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
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		15991	Damaged or Defective Parts															
			Major Generator Components															
			Major Bolted Connections															
			Reassembly Dimension,															
			Alignment and Runout Checks															
			Reassembly Test Segment															
			SD-06 Test Reports															
			Pre-assebly Alignment Checks		G	AO												
			Record of Unbolting Torque		G	AO												
			Readings															
			Examination Report		G	AO												
		15995	SD-03 Product Data															
			Welding Procedure		G	AO												
			SD-06 Test Reports															
			Welding Inspection Reports		G	AO												
			SD-07 Certificates															
			Welder Certification		G	AO												
			Inspector Certification		G	AO												
		16210	SD-03 Product Data															
			Description of Bar Insulation		G	AO												
			System															
			Outline/Descrip. Of Test Methods		G	AO												
			& Equipment															
			Name/Location of Facility for		G	AO												
			Accelerated Life Test															

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		16210	Stator Lamination Fabrication		G	AO												
			Procedure															
			Outline/Descript of Epstein Test		G	AO												
			Methods															
			Outline/Descript of Franklin Test		G	AO												
			Methods															
			Calculations & Metallurgical Data		G	AO												
			Detailed Design Calculations		G	AO												
			Detailed Design		G	AO												
			Calculations-Stray Load															
			Max. Temp Rise- New Windings		G	AO												
			Stator Winding Temperatures		G	AO												
			Maximum Radial Force of Coils		G	AO												
			Deflection of Slot Wedging		G	AO												
			Minimum Accept. Deflection of		G	AO												
			Slot Wedging															
			Detailed Stacking of Stator Core		G	AO												
			Procedure															
			Installation Procedure for New		G	AO												
			Winding															
			Description of Materials for		G	AO												
			Assembly															
			Technical Details of Interlaminar		G	AO												
			Install. Test															
			Description of Test Methods Field		G	AO												
			Tests															

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		16210	Description of Test Methods-Spec		G	AO												
			Field Tests															
			Assembly & Diassembly		G	AO												
			Procedures															
			Removal of Existing Stator		G	AO												
			Winding															
			Removal of Existing Stator Core		G	AO												
			Cleaning,Inspect, and Test of		G	AO												
			Rotor															
			SD-02 Shop Drawings															
			Cross Section of Proposed Stator		G	AO												
			Coils															
			Exterior Dimensions of Stator		G	AO												
			Coils															
			Dimensions & Detail of		G	AO												
			Wedges/Fillers															
			Circuit Ring Configuration		G	AO												
			Details of the Connections		G	AO												
			Details of Main and Neutral Leads		G	AO												
			Bracing Configuration for the		G	AO												
			Winding															
			Winding Diagram		G	AO												
			Details of PDA		G	AO												
			Details for New Nameplates		G	AO												
			Dimen./Materials & etc for Stator		G	AO												
			Laminations/Vent															

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		16210	Dimen./Tolerances for completed		G AO													
			Stator Core															
			Stator Lamination Die		G AO													
			Stator Core Clamping System		G AO													
			SD-06 Test Reports															
			Test Reports		G AO													
			Bar Test Record		G AO													

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES OR MANUFACTURE'S CERTIFICATES OF COMPLIANCE	DATE	TRANSMITTAL NO.

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section to be initiated by the Contractor)

TO:	FROM:	CONTRACT NO.	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RE-SUBMITTAL OF TRANSMITTAL NO. _____
SPECIFICATION SECTION NO.	PROJECT TITLE AND LOCATION		CHECK ONE: ☐ FIO ☐ G-RE ☐ G-ED ☐ G-AE

ITEM NO. *a.*	DESCRIPTION OF ITEM SUBMITTED *(Type, size, model, etc.)* *b.*	MFG. OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. *c.*	NO. of COPIES *d.*	CONTRACT REFERENCE DOCUMENT SPEC. PARA. *e.*	DWG. SHEET *f.*	FOR CONTRACTOR USE CODE *g.*	VARIA-TION *(SEE #6)* *h.*	FOR CE USE CODE *i.*

REMARKS:

I certify that the above submittal items have been reviewed in detail and are correct and in strict compliance with the contract drawings and specifications except as otherwise stated.

_____

NAME, PHONE NUMBER, AND SIGNATURE OF CONTRACTOR QC

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED *(List by Item No.)*	NAME, TITLE, AND SIGNATURE OF APPROVING AUTHORITY	DATE

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.

2. Each new transmittal shall be numbered consecutively for each specification section in the space provided in "Transmittal No.". This number, in addition to the contract number, will be the identifying symbol for each submittal. Example: "15400A-001", "15895A-001" "15895A-002", "16415A-001", etc. For each new submittal or for a resubmittal, the appropriate box must be marked. Resubmittals must be designated by their original sequential number followed by an ".1", ".2", etc. for each sequential resubmittal. Example: "15895A-001.1" (previous submittal No. 15895A-001).

3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.

4. Submittals requiring expeditious handling will be submitted on a separate form.

5. Separate transmittal form will be used for submittals under separate sections of the specifications.

6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".

7. Form is self-transmittal, letter of transmittal is not required.

8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.

9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted.
B -- Approved, except as noted on drawings.
C -- Approved, except as noted on drawings. Refer to attached sheet resubmission required.
D -- Will be returned by separate correspondence.
E -- Disapproved (See attached).
F -- Receipt acknowledged.
FX -- Receipt acknowledged, does not comply as noted with contract requirements.
G -- Other (Specify)

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of CENWO-CD-Q SUBMITTAL FORM, IFB-1 (Omaha Version of ENG Form 4025-R))

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10/00

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-- End of Section Table of Contents --

SECTION 01355

ENVIRONMENTAL PROTECTION
10/00

PART 1 GENERAL

1.1 REFERENCES

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

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 152 - 186	Pesticide Programs
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual

US ARMY CORPS OF ENGINEERS TECHNICAL REPORT

WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or

welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

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

1.2.3 Contractor Generated Hazardous Waste

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

1.2.4 Land Application for Discharge Water

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

1.2.5 Pesticide

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

1.2.6 Pests

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

1.2.7 Surface Discharge

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

1.2.8 Waters of the United States

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

1.2.9 Wetlands

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

1.3 GENERAL REQUIREMENTS

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

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

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

1.6 SUBMITTALS

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

SD-01 Preconstruction Submittals

Environmental Protection Plan; G-AO

The environmental protection plan.

1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address

during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

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

1.7.2 Contents

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

a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.

b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.

c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.

d. Description of the Contractor's environmental protection personnel training program.

e. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the local Fire Department in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be

responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

f. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal including clearing debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan during the construction.

g. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

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

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

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

1.7.3 Appendix

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

1.8 PROTECTION FEATURES

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

1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

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

1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction,

the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.1.1 Work Area Limits

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

3.1.2 Landscape

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

3.1.3 Erosion and Sediment Controls

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

3.1.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.2 WATER RESOURCES

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

3.2.1 Wetlands

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

3.3 AIR RESOURCES

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

3.3.1 Particulates

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

3.3.2 Odors

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

3.3.3 Sound Intrusions

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

3.3.4 Burning

Burning shall be prohibited on project site.

3.4 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

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

3.4.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.4.2 Chemicals and Chemical Wastes

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

3.4.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.4.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored

in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. There shall be no storage of fuel on the project site. Fuel must be brought to the project site each day that work is performed.

3.4.5 Waste Water

Disposal of waste water shall be as specified below. Waste water from construction activities, such as onsite material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.

3.5 RECYCLING AND WASTE MINIMIZATION

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

3.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human historical activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.7 BIOLOGICAL RESOURCES

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

3.8 PREVIOUSLY USED EQUIPMENT

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

3.9 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control

facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.10 MILITARY MUNITIONS

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

3.11 TRAINING OF CONTRACTOR PERSONNEL

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

3.12 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS

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SECTION 01400

SPECIAL SAFETY REQUIREMENTS
05/00 Rev 12/01

PART 1 GENERAL

1.1 REFERENCES

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

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926	Safety and Health Regulations for Construction

ENGINEERING MANUALS (EM)

EM 385-1-1	(1996 and Changes) Safety and Health Requirements Manual

1.2 SUMMARY

1.2.1 General

This section provides guidelines for preparation of accident prevention plans, and to implement the accident prevention clause (this specification) and EM 385-1-1, Safety and Health Requirements Manual. The U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 is available from U.S. Government bookstores operated by the Government Printing Office and a copy is included on the CD-ROM issued with this solicitation. Changes to EM 385-1-1 applicable to this contract include only those revisions posted at the following website (all revisions up to the time this solicitation is issued): http://www.hq.usace.army.mil/soh/hqusace_soh.htm ("Changes to EM"). U.S. Government bookstores are located in most major cities including Milwaukee, Chicago, Kansas City, Denver, and Pueblo, Colorado.

1.3 PRECONSTRUCTION CONFERENCE

See Contract Clause "PRECONSTRUCTION CONFERENCE". A preconstruction conference will be scheduled prior to beginning of site work. Requirements relative to planning and administration of the overall safety program will be discussed.

1.4 SUBMITTALS

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

submitted in accordance with Section 01330SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan; G-AO

The written site-specific Accident Prevention Plan.

SD-07 Certificates

Qualifications; G-AO.

A written report providing evidence of qualifications for personnel, facilities and equipment assigned to the work.

1.5 ACCIDENT PREVENTION PLAN

The Contractor shall submit, prior to the start of on site construction activity, a proposed accident prevention plan which shall be the accident prevention policy to be followed by all of the Contractor's and subcontractor's personnel and supervisory staff during performance of the work.

1.5.1 Requirements

The proposed plan shall be developed after a careful analysis of the work involved and shall be tailored specifically to the conditions of this project. The Contractor's accident prevention plan shall contain, as a minimum, the following general information or procedures for the activity indicated. The Contractor shall submit his plan for review and acceptance prior to commencing work.

1.5.1.1 Responsible Individual(s)

The Contractor shall designate an onsite employee as the individual responsible for insuring the accident prevention plan is implemented and enforced.

1.5.1.2 Subcontractor Supervision

Explain procedures to assure that subcontractor(s) fully comply with the accident prevention plan.

1.5.1.3 Indoctrination of New Employees

The plan shall include provisions for advising workers of the purpose of the accident prevention plan, specific hazards on the job and precautions to be taken, emergency procedures, information concerning tool box safety meetings, required protective equipment, cleanup rules and location of company safety rules (posting or handout).

1.5.1.4 Tool Box Safety Meetings

Hold weekly "Tool Box" safety meetings. Timely safety subjects shall be determined by a responsible individual. Employees will be informed of time, location, who will conduct, and subject. Identify procedures for including subcontractors. The Contractor shall provide a copy of the Weekly Tool Box Meeting and Monthly Supervisor's Safety Meeting to the Contracting Officer.

1.5.1.5 Fire Prevention and Protection

Identify source of fire protection. Insure adequate fire extinguishers, water barrels, or other fire-fighting equipment is located on site. Explain prevention activities to include storage areas and special hazards such as welding and use of flammable liquids, and other special hazards.

1.5.1.6 Housekeeping

Daily cleanup of all debris and waste materials is required. Adequate disposal containers should be placed strategically around the site. Debris shall be removed on a regular basis. Explain procedures that include use of barrels, dumpsters, trash chutes, etc.

1.5.1.7 Mechanical Equipment Inspection

All mechanical equipment (trucks, cranes, forklifts, backhoes, graders, etc.) shall be inspected prior to use and at fixed intervals throughout the life of the contract. Explain how inspections will be accomplished (frequency, by whom, and records to be kept).

1.5.1.8 First Aid and Medical Facilities

First aid facilities shall be made available on the job site. Arrangements for emergency medical attention shall be made prior to start of work. All emergency numbers (doctor, hospital, ambulance, fire department) shall be posted at the project superintendent's office.

1.5.1.9 Sanitation

Include provisions for toilet facilities, drinking water and washing facilities. A sufficient number of toilet facilities as specified in EM 385-1-1 shall be provided unless permission is granted to use existing facilities (portable chemical are authorized). Insure safe drinking water and individual cups are available. For the projects where corrosive or toxic materials are used, separate washing facilities are required.

1.5.1.10 Safety Promotions

The Contractor shall promote accident prevention. Identify method (posters, awards etc.).

1.5.1.11 Accident Reporting

All accidents (employee injuries, vehicle, building, or equipment damage etc.) regardless of their severity, shall be reported to the onsite government representative or to the area engineer, who in turn will advise the Contractor of forms to be submitted and timeframes.

1.5.1.12 Job Hazard Analysis

When job situations change and it is necessary to alter safety requirements, a Job Hazard Analysis will be accomplished, documented, and added as an addendum to the Accident Prevention Plan. Each Job Hazard Analysis shall include, but not be limited to, a description of the work, probable hazards related to that work and positive precautionary measures to be taken to reduce or eliminate each hazard. An example of changing situations may be new subcontractors performing work such as earth moving,

trenching, concrete work, roofing, electrical, masonry etc. The onsite government representative will determine the format and amount of detail required of the written plan.

1.6 EXCAVATION AND TRENCHING

The standards for excavation and trenching are outlined in 29 CFR 1926, Subpart P. These standards shall be followed in addition to those outlined in EM 385-1-1.

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SOURCE OF REFERENCED PUBLICATIONS

PART 1 GENERAL

1.1 STANDARD SPECIFICATIONS

Standard specifications of the following authorities referenced herein may be obtained from the addresses listed below:

NAME	ABBREVIATION
American Conference of Governmental Industrial Hygienists 1330 Camper Meadow Dr Cincinnati, OH 45240 Ph: 513-742-2020 Internet: www.acgih.com	ACGIH
American National Standards Institute, Inc. 11 West 42nd Street New York, NY 10036 Ph: 212-642-4900 Internet: www.ansi.org	ANSI
American Society of Mechanical Engineers Three Park Avenue New York, New York 10016 Ph: 212-591-7722 Internet: www.asme.org	ASME
American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken,PA Ph: 610-832-9585 Internet: www.astm.org	ASTM
American Welding Society Inc. P.O. Box 351040 Miami, FL 33135 Ph: 1-800-443-9353 Internet: http://www.aweld.org	AWS
Bureau of Reclamation Attn D-7923A P.O. Box 25007 Denver Federal Center Denver CO 80225-0007 Ph: 303-445-2080 Internet: www.ntis.org	BOR

NAME	ABBREVIATION
Canadian Electrical Association Suite 1600 1 Wesmount Square Montreal, Quebec, Canada H3Z 2P9	CEA
Code of Federal Regulations Order From: Government Printing Office Washington, DC 20402 Ph: 202-512-1800 Internet: http://www.gpo.gov	CFR
Defense Federal Acquistion Regulations Order From: Government Printing Office Washington, DC 20402	DFAR
Environmental Protection Agency Order from: Superintendent of Documents Government Printing Office Washington, DC 20402-9325 Ph: 202-260-2090 Internet: http://www.epa.gov	EPA
Federal Acquisition Regulations Order From: Government Printing Office Washington, DC 20402	FAR
Institute of Electrical and Electronics Engiineers 445 Hoes Ln., P.O. Box 1331 Piscataway, NJ 08855-1331 Ph: 732-981-0060 Internet: www.ieee.org	IEEE
National Electrical Manufacturers Association Order Department 2101 L Street, N.W., Suite 300 Washington, DC 20037-1536 Ph: 703-841-3200 Internet: http://www.nema.org	NEMA
US Department of Labor Occupational Safety and Health Administration 4676 Columbia Parkway Cincinnati, OH 45226	OSHA

NAME	ABBREVIATION
U.S. Army Corps of Engineers available from Superintendent of Documents U.S. Government Printing Office Washington, D.C. 20402	USACE

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SECTION 01451A

CONTRACTOR QUALITY CONTROL
07/01; Omaha Rev. 05/02

PART 1 GENERAL

1.1 REFERENCES

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

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

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

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified

deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

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

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 10 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization.The Contractor's CQC staff shall maintain a presence at the site at all times

during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties . An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at each of the four area offices in the Omaha District according to the following revolving training schedule:

Badger Area	First Session	Between 15 & 25 April
	Second Session	Between 15 & 25 October
Point of Contact	Roy Brewer	(319) 753-1386
Black Hills Area	First Session	Between 1 & 10 March
	Second Session	Between 1 & 10 September
Point of Contact	Dwight Pochant	(605) 923-2983
Fort Crook Area	First Session	Between 15 & 25 January
	Second Session	Between 15 & 25 July
Point of Contact	Al Kreisler	(402) 293-2540
Rocky Mountain	First Session	Between 1 & 10 June

	Second Session	Between 1 & 10 December
Point of Contact	Paul Jendzejec	(719) 556-4184

The exact date and location for the sessions will be determined approximately 30 days in advance of the training. The cost of training is presently established at $50 to be paid by each student in advance of the training. For information about a particular session, the best source is the point of contact listed above.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

a. A review of each paragraph of applicable specifications, reference codes, and standards. Prior to the preparatory meeting for each definable feature of work, the Contractor shall provide all technical references (i.e. building codes, life safety codes, etc.) referenced in the project specifications for feature(s) of work being addressed at the preparatory meeting. These technical references shall be onsite and available for use by Contractor and Government personnel before the preparatory meeting is held and maintained until the feature(s) of work is/are accepted by the Government.

b. A review of the contract drawings.

c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.

d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required

preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

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

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not

being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

c. Check test instrument calibration data against certified standards.

d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.

e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed the actual cost for the recheck to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:	Commander and Director U.S. Army Engineer Waterways Experiment Station Attn: CEWES-GS 3909 Hallsferry Road Vicksburg, Mississippi 39180-6199
For other deliveries:	Commander and Director U.S. Army Engineer Waterways Experiment Station Attn: CEWES-GS 3909 Hallsferry Road Vicksburg, Mississippi 39180-6199

Coordination for each specific test, exact delivery location, and dates will be made through the Resident or Area (as directed) Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make

a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

a. Contractor/subcontractor and their area of responsibility.

b. Operating plant/equipment with hours worked, idle, or down for repair.

c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.

d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.

e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.

f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

g. Offsite surveillance activities, including actions taken.

h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.

i. Instructions given/received and conflicts in plans and/or specifications.

j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Contracting Officer's Representative on the first day following the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

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

_____
(FIRM NAME)

DAILY QUALITY CONTROL REPORT

Daily Report No.: _____ DATE: _____
Contract No. _____
Project Title & Location:
_____
Weather: ____ Precipitation: _____ in. _____ Temp:____ Min. ____ Max. ____

1. Contract/Subcontractors and Area of Responsibility:

NUMBER:	TRADE	HOURS	EMPLOYER	LOCATION/DESCRIPTION WORK

2. Operating Plant or Equipment. (Not hand tools)

Plant/Equipment	Date of Arrival/Departure	Date of Safety Check	Hours Used	Hours Idle	Hours Repair

3. Work Performed Today: (Indicate location and description of work performed by prime and/or subcontractors. When network analysis is used, identify work by NAS activity number).

4. Control Activities Performed:
   Preparatory Inspections: (Identify feature of work and attach minutes).
   Initial Inspections: (Identify feature of work and attach minutes).
   Follow-Up Inspections: (List inspections performed, results of inspection compared to specification requirements, and corrective actions taken when deficiencies are noted).

5. Tests Performed and Test Results: (Identify test requirement by paragraph number in specifications and/or sheet number in plans).

6. Material Received: (Note inspection results and storage provided).

7. Submittals Reviewed:

(a) Submittal No.	(b) Spec/Plan Reference	(c) By Whom	(d) Action

8. Offsite Surveillance Activities, Including Action Taken:

9. Job Safety: (List items checked, results, instructions and corrective actions taken).

10. Remarks: (Instructions received or given. Conflict(s) in Plans and/or specifications. Delays encountered.).

Contractor's Verification: On behalf of the Contractor, I certify this report is complete and correct, and all materials and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as may be noted above.

CQC System Manager Date

-- End of Section --

SECTION 02081

FPGR0202081

HAZARDOUS MATERIALS

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(NOT USED)

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3.1 DISPOSITION OF HAZARDOUS WASTE

SECTION 02081

HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 GENERAL INFORMATION

This Section covers general requirements and regulations for hazardous materials relating to site operations under this contract. The specific requirements of SECTIONS 01355 shall be in conjunction with this section in addition to other sections which may contain hazardous material requirements.

1.2 REFERENCES

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

CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of Hazardous Waste
40 CFR 263	Transporters of Hazardous Waste
40 CFR 264	Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
49 CFR 178	Shipping Container Specification

U.S. ARMY CORPS OF ENGINEERS PUBLICATIONS (USCE)

USCE EM 385-1-1	(1996) Safety and Health Requirements Manual

1.3 SUBMITTALS

Submittals required by this section of the Technical Specifications **s**hall be for Government approval (G) or for information only (FIO), and shall be submitted as stated below in accordance with SECTION H.

SD-01 Data

Hazardous Waste Determinations; G-AO

Hazardous waste determinations, sample plans, sample results, disposal plans, disposal restrictions and shipping manifests, prior to shipment of any hazardous waste off site.

Shipping Manifest; FIO

Shipping manifest, signed by an authorized representative of the disposal facility, within 30 days after shipment from the Project, showing that the hazardous waste was accepted at the approved disposal facility.

Safe Storage Plan; G-AO

As part of the hazardous communication program a plan for safe storage of hazardous waste see, para 3.1.3.

1.4 DEFINITION OF HAZARDOUS MATERIALS

For the purpose of this contract a material will be considered hazardous if that material has any of the following characteristics: ignitability, corrosivity, reactivity, or toxicity in accordance with 40 CFR part 261, subpart C, "Characteristics of Hazardous Wastes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 DISPOSITION OF HAZARDOUS WASTE

3.1.1 Hazardous Waste Generated by the Contractor

All hazardous waste generated by the Contractor shall become the property and responsibility of the Contractor. All hazardous waste disposal shall be in accordance with applicable Federal, State and Local regulations. The Contractor is required to provide all labor, equipment, materials and documentation for analysis, sampling, transportation and disposal of all hazardous waste streams, in accordance with 40 CFR part 260 through 272, generated during this contract. Hazardous waste shall not be allowed to accumulate on site for more than 90 days.

3.1.2 Other Hazardous Materials

If the Contractor discovers, or comes into contact with hazardous materials other than those identified in these specifications, the Contractor shall immediately notify the Government, and the Government will make a determination as to the course of action.

3.1.3 Hazardous Communication Program

A hazardous communication program shall be implemented, and Material Safety Data Sheets shall be used in accordance with EM 385-1-1 para. 01.B.04. Prior to bringing any hazardous material or material that will generate a hazardous waste in excess of the reportable quantity as defined by Federal, State or Local laws, it shall be the Contractor’s responsibility to inform the GQAR in writing and submit for approval all plans for safe storage, labeling, use of emergency procedures and disposal.

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SECTION 15991

FPGR0215991

DISASSEMBLY AND REASSEMBLY OF GENERATOR UNIT

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SECTION 15991

DISASSEMBLY AND REASSEMBLY OF GENERATOR UNIT

PART 1 GENERAL

1.1 GENERAL INFORMATION

1.1.1 Unit Description.

The Government has partially disassembled the unit. The rotor is placed on the rotor pedestal in the erection bay. Any records made during disassembly will be made available to the Contractor. The disassembly and reassembly of the generator shall include removing and reinstalling all interferences and any auxiliary mechanical and electrical equipment. The work includes furnishing and installing all required scaffolding, tools, lifting, and handling devices not otherwise furnished by the Government.

1.1.2 Unit Access.

The Government has secured the unit for safe access. The Contractor will be required to review and sign into the Government clearance on Unit 3.

1.1.3 Access to Contractor’s Reports.

Whenever written records of examinations, measurements, tests, checks, etc. are required, a copy of each shall be kept in a separate file in the Contractor's field office for access and examination by the Government. Copies of records that are required for submittal shall be included as well as those not requiring submittal.

1.2 REFERENCES

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

BUREAU OF RECLAMATION

Facilities Instructions, Standards, and Techniques
Volume 2-1 Alignment of Vertical Shaft Hydro Units

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS

IEEE 1095 (1989) Guide for Installation of Vertical Generators and Generator/Motors for Hydroelectric Applications

1.3 SUBMITTALS

Submittals required by this section shall be for Government approval (G) or for information only (FIO), and shall be submitted as stated below, in accordance with SECTION H.

SD-01 Data

Disassembly and Reassembly Procedure; G-AO

A minimum of 90 calendar days prior to commencing the work, paragraph 3.1.2.1. Any proposed deviations from the procedure given in paragraph 3.1.2 shall be submitted at this time.

Method of Holding Fasteners; G-AO

The method of holding fasteners used in major connections in position a minimum of 60 calendar days before site work commences, paragraph 3.3.2.5.

Design Values; G-AO

The design values and a record of torque or elongation readings of all major bolted connections, within 7 calendar days after completing the connections, paragraph 3.3.3. A copy of the readings shall be given the Government at the site immediately after the data is recorded for any given day's work.

Reassembly Alignment Checks; G-AO

Reassembly alignment checks, measurement and comparison data, with measuring instrumentation calibration, within 48 hours of completing work, paragraph 3.3.4. Copies of the data shall also be furnished to the Government at the site when the checks, measurements and comparisons have been completed.

Reassembly Testing; G-AO

Reassembly testing data within 2 calendar days, excluding weekends, after completing each test segment under paragraph 3.4. Copies of the data shall be furnished to the Government at the site when each test segment is completed, or at the end of the working day.

SD-08 Statements

Notification 7 calendar days prior to the disassembly investigations and inspections, paragraph 3.1.; FIO

Notification shall be given immediately when finding damaged or defective parts, followed up in writing within 3 calendar days, paragraph 3.1.1.; FIO

Notification 7 calendar days prior to the reassembly of major generator components, paragraph 3.3.1.; FIO

Notification 7 calendar days prior to making up major bolted connections, paragraph 3.3.3.; FIO

Notification shall be given 7 calendar days prior to the commencement of reassembly dimension, alignment and runout checks, paragraph 3.3.4.; FIO

Notification shall be given 7 calendar days prior to the commencement of each reassembly test segment, paragraph 3.4.1.; FIO

SD-09 Reports

Pre-assembly Alignment Checks; G-AO

Pre-assembly alignment checks and measurement data, including certificate(s) of instrumentation calibration, within 5 calendar days after the checks and measurements are completed. Copies of the completed data sheets shall be given to the inspector the day they are completed, paragraph 3.1.2.2 and 3.1.2.3.

Record of Unbolting Torque Readings; G-AO

Within 5 calendar days, excluding weekends, following the disassembly of the unit, a record of unbolting torque readings of all major bolted connections shall be submitted, paragraph 3.1.2.5.

Examination Report; G-AO

An examination report of all accessible generator components for wear, damage, etc. and recommendations for replacement or rehabilitation within 20 calendar days of removing the generator rotor from the unit, paragraph 3.2.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

3.1 DISASSEMBLY

3.1.1 General.

Although the rotor has been removed from the unit, some additional disassembly may be required. All investigations, inspections and required submittal measurement data shall be coordinated with and witnessed by the Government, and required notice shall be given prior to such activities. The Contractor shall provide written notification of disassembly. All measured and recorded data shall be available for review and/or copying, and shall be submitted as required. During any additional disassembly, the Contractor shall identify all of the generator parts, noting the matchmarks and making new matchmarks where needed. The Contractor shall immediately notify the Government when finding any damaged or defective part or subpart to allow maximum lead time for procurement of replacement parts. Any damage not reported in writing, shall be corrected by the Contractor at no additional cost to the Government.

3.1.2 Procedure

3.1.2.1 General.

The Contractor shall submit a disassembly/reassembly procedure, as specified in paragraph 1.3. Disassembly of the unit shall include all related parts as required for the specified replacement, rehabilitation and modification, and shall follow the Contractor's approved work schedule and disassembly/reassembly procedure. The basic procedure for the disassembly of the unit shall be as follows: (Procedures which deviate from the following shall be noted in the Contractor's proposed disassembly and reassembly procedure and a request

for deviation shall be submitted in accordance with paragraph 1.3, "SUBMITTALS", for approval). The Government has completed most of the disassembly.

3.1.2.2 Pre-Disassembly Alignment Checks.

Prior to disassembly and after unwatering, the unit shall be checked for shaft-plumb, straightness, coupling offset, and runout, and reference alignment and position measurements recorded. Readings of dimension, alignment, and runout check shall be recorded in the data sheets attached at the end of this section. A reference centerline shall be established. The Contractor shall make and record the designated "as found" measurements on the generator and turbine. These measurements shall be to the nearest 0.001 inch. Plumbness of the generator and the turbine shaft in the "as found" condition should be established by the Contractor and the Contracting Officer, and recorded. The "as found" measurements shall include but not be limited to the following:

- Main exciter air gap readings at each pole
- Generator rotor air gap at each pole
- Generator guide bearing to shaft readings at center of each shoe
- Vapor guards over generator and turbine guide bearings, measure the gap between the vapor guard and the shaft in four equally spaced locations u/s, d/s, left, and right
- Turbine guide bearing to shaft readings at the above four locations
- Turbine blade tip clearances

Checks and measurements shall be taken and recorded in accordance with appropriate paragraphs of IEEE 1095, and Power O&M Bulletin No. 2, Bureau of Reclamation Pub. "Alignment of Vertical Shaft Hydro Units" and as described below:

a. Remove interferences to expose the generator guide bearing and remove any other items (e.g., slip ring brushes) in the generator area that may interfere with obtaining accurate alignment data.

b. Install and locate two dial indicators at 90 degrees to each other at the turbine guide bearing journal.

c. Remove packing from turbine packing box and any interferences that would preclude the shaft from hanging free.

d. If applicable, release brake/jacks.

e. Energize the high pressure lift pump to establish an oil film between the thrust runner and thrust shoes. Any time the shaft is rotated or moved laterally, the pump shall be energized.

f. Position shaft in center of generator guide bearing and hold in position by adjusting four shoe segments of bearing at 90 degree spacings and position, as is practicable, on the unit's upstream (U/S), downstream (D/S), left (L) and right (R) centerlines. Left and right directions are to be determined when facing upstream. Shoes should just touch shaft. Verify center position with previously set dial indicators. After shaft is centered, reset the dial indicators to zero. With a micrometer, measure and record distances between ID of generator guide bearing housing and journal at 4 locations (U/S, D/S, L and R). Mark journal and housing measuring points and other clearance points

selected. Permanently mark the selected measuring point location on the housing and stamp the measurement in a visible location near the mark.

g. Turn off the high pressure lift pump (wait 5 minutes before proceeding). Measure and record the following clearances:

-turbine guide bearing
-minimum blade clearance
-packing box to shaft
-generator air gap at the four quadrant locations described (6) above, one measurement per position

h. Perform shaft plumb, straightness, coupling offset and thrust runner to shaft perpendicularity checks. Use 4-wire method. Fabricate brackets to suspend the plumb lines as near to the rotor as possible, to allow one measurement on the journal above the guide bearing. Make non-identical marks on the shaft at four points 90 degrees apart on the unit's upstream, downstream, left and right centerlines at positions along the shaft to be measured. Take at least two measurements on each shaft preferably on the areas machined for the shop shaft alignment check (a minimum of at least four mutually agreed upon measuring elevations). Determine shaft plumbness and straightness, coupling offset, and thrust bearing runner to shaft perpendicularity. Check to see that generator guide bearing is not affecting plumb readings.

i. Energize the high pressure lift pump to establish an oil film.

j. Perform shaft runout check. Use 4-wire method. Install and locate two dial indicators at 90 degrees to each other at the turbine guide bearing journal. Take measurements near each of the guide bearings and adjacent to each shaft coupling. Rotate the shaft at 90 degree intervals through 360 degrees. Stop at each 90 degree position, take and record readings. Wait 5 minutes before taking readings, after rotating shaft. Rotate the shaft continuously and read the dial indicators. Record findings. Determine center of rotation.

k. Position shaft in a plumb condition using pipe jacks if necessary.

l. Check the clearance between the shaft and ID surface on the intermediate head cover. Determine centerline and record results.

m. Remove pipe jacks, if applicable.

n. At this time, all records shall be reviewed by the Government and Contractor. The Contractor shall evaluate the data and submit a proposed reference centerline location, with supporting information to substantiate the choice. The reference centerline should be the position which optimizes the rotor air gap and bearing clearance, while maintaining alignment of the turbine guide bearing housing and inner head cover bolt holes. Match mark relative measuring points.

o. Position generator shaft on reference centerline.

Any additional measurements the Contractor deems necessary to enable him to reassemble the generator shall be taken. Partial disassembly may be necessary before some measurements can be taken.

3.1.2.3 Recorded Measurements.

All measurements taken shall be recorded and records shall be submitted, as specified in paragraph 1.3. All measurements shall be taken to the nearest 0.001 inch, using calibrated instruments. Certification of calibration shall be submitted with measurements. All shaft-plumb, straightness and runout readings, and alignment and position measurements shall be defined in the Contractor's Quality Control Plan. Copies of the measurements shall be given to the Government at the completion of work. All readings, measurements and the established reference center line location shall be recorded and signed off by the Government prior to commencing further unit disassembly.

3.1.2.4 Commencement of Disassembly.

The Contractor shall commence disassembly by removing such preliminary subassemblies as exciter, exciter support, turbine packing, temperature devices, piping, etc. All opened oil pipes, including those removed, shall be capped.

3.1.2.5 Torque Readings.

Record unbolting torque readings of all major bolted connections as specified in paragraph 1.3.

3.1.2.6 Disassemble Generator.

Remove the rotor-to-shaft attaching stud nuts and jam nuts and key retaining wedges. Attach lifting beam to rotor and remove rotor assembly. Heat shall not be applied in the vicinity of the thrust bearing or guide bearing. Position rotor assembly on rotor erection pedestal for the rewind work.

3.1.2.7 Disassemble Individual Components.

Disassemble generator assemblies and components as required to perform the specified replacement, rehabilitation and modifications. Any burrs, sharp edges, nicks or gouges found on mating components shall be removed.

3.1.2.8 Placement of Major Components.

Major components shall be placed only in approved storage or work areas.

3.2 INSPECTION AND REPORTS

Make a thorough examination of all accessible generator assemblies and components for wear, physical damage or other abnormal conditions, note and report same in writing, and include recommendations for replacement, modification, or rehabilitation for items and items of work not specified herein. As each of the equipment items specified for optional repair or replacement becomes available for inspection, the Contractor shall inform the Government.

3.3 REASSEMBLY

3.3.1 General.

The Government shall be notified in writing prior to reassembly of major generator components, as specified in paragraph 1.3.

3.3.2 Procedure.

Upon completion of all specified repairs, the unit shall be reassembled basically in reverse order of the disassembly procedure. All disturbed components and parts shall be thoroughly cleaned prior to reassembly. The Contractor shall reassemble the generator unit as required to provide a satisfactorily operating unit. The reassembly shall follow the approved schedule and procedures. Unless otherwise specified or directed, all generator and excitation system reassembly procedures shall be in accordance with those outlined in IEEE 1095.

3.3.2.1 Adjustments and Measurements.

The Contractor shall make all adjustments, level, align, check, rebalance, and torque as specified, required, or approved.

3.3.2.2 Miscellaneous Parts.

The Contractor shall provide all new expendable or consumable and miscellaneous parts such as, but not limited to, keys, shims, spacers, O-rings, gaskets, seals, packing, electrical insulating gaskets, washers and bolt sleeves. Existing items contained in the preceding list shall not be reused, except for Government-approved keys and shims. Also, furnish and install new replacements for all nuts, bolts and washers damaged during disassembly.

3.3.2.3 Sealing Between Mating Surfaces.

The Contractor shall provide O-ring seals between mating surfaces, that are exposed to liquids, for all replacement items furnished, unless otherwise approved. For reassembled existing items, with mating surfaces that are exposed to liquids and that do not have gaskets or seals, the Contractor shall use Loctite Gasket Eliminator No. 504 or equal on the mating surfaces, unless otherwise approved.

3.3.2.4 Surface Cleanup.

Remove all Contractor installed lifting eyes. Grind and polish off any minor worn areas or scuff marks, minor pitting, or corrosion. Items disassembled by removal of weldments shall be repaired by an approved welding method prior to reassembly.

3.3.2.5 Major Connections.

Fasteners used in major connections on existing, rehabilitated, and replacement items, where applicable, shall be tightened or preloaded using a hydraulic tensioner, heating rod or hydraulic torquing device. Fasteners shall be preloaded to 80 percent of material yield strength, unless Contractor-provided calculations demonstrate otherwise. To the maximum practicable extent, fastener elongation shall be measured to verify tension. Nuts and heads of bolts of fasteners for major connections shall be held in place by a suitable approved lockbars, tack welded to the item being fastened. Method of holding fasteners in place shall be submitted for approval. The use of "Loctite" or similar materials will not be permitted. Do not tack weld to the nut or head of the bolt.

3.3.2.6 Replacement Parts

3.3.2.6.1 General.

Replacement parts for parts that were removed or disassembled by the Contractor and found to be in need of replacement may be furnished by the Government if spare parts are held in Government possession. Parts not available in spare parts shall be purchased by the Government and provided to the Contractor.

3.3.2.6.2 Parts and Materials (Optional).

Any bolts, nuts, studs, washers, or other standard or special fasteners that require replacement due to service-incurred damage, as determined by the Government, shall be replaced. All replacement fasteners shall be of the same material, grade, temper, size, shape, etc. as the original, unless otherwise approved or directed. Square head replacement fasteners shall not be used. Standard fasteners shall be defined as fasteners which are available as shelf items from suppliers. Special fasteners shall be defined as fasteners other than standard fasteners. Repairs which are specifically directed in writing may require parts and materials which can only be determined after disassembly and inspection. Examples are bronze bushings, materials for replacement components, standard ball bearings, etc. Repairs may also require the transportation of items to a repair facility.

3.3.3 Fastener Torque or Elongation Check.

Measure and record in writing all torque values for fasteners 3/4 inch in diameter and greater or elongation readings (including intermediate settings) of all the major bolted connections during assembly. Proposed torque or elongation for each fastener of a major connection shall be submitted. Fasteners 3/4 inch in diameter and greater shall be preloaded to 80 percent of the material yield strength, unless Contractor provided calculation demonstrate otherwise. The Government shall be notified in writing prior to bolting of major connections.

3.3.4 Dimension, Alignment, and Runout Check.

Prior to the initial start of the unit after reassembly and prior to waterup, the contractor shall perform all the previously conducted shaft-plumb, straightness and runout checks, and alignment and position measurements specified in paragraph 3.1.2.2. Prior to unit watering all measurements are to be taken and recorded as previously done and submitted. The turbine shaft's packing shall not be installed during these checks. It is essential that an oil film be established on the thrust bearing running surfaces using the high pressure lift system prior to any shaft rotation or lateral movement of the shaft. The Government shall be notified in writing prior to commencement of alignment checks. All alignment checks shall be performed in the presence of and witnessed by the Government, unless waived in writing. The Contractor shall submit his findings, including a comparison of before and after conditions where possible.

3.4 TESTS TO BE CONDUCTED DURING/AFTER REASSEMBLY

3.4.1 General.

The Contractor shall provide all personnel, equipment, and instruments necessary to make the tests, except that the Government will provide one

(1) powerhouse operator to operate the unit. Suitable records shall be kept of all investigations and tests for approval. The Government shall be notified in writing prior to commencement of tests. All tests will be witnessed by the Government, unless waived in writing. Any item failing a test shall be adjusted, repaired, or replaced and retested until all tests are passed.

3.4.2 System and Component Tests.

Upon completion of reassembly, the Contractor shall submit written notice to the Contracting Officer so that he can thoroughly examine the work and so that operational tests can be performed. The Government, with the assistance of the Contractor, will test operate and evaluate the unit, including all auxiliary systems and the Contractor shall correct all deficiencies associated with work performed. The Government will provide personnel to assist with required adjustments and settings, but not with deficiency corrections.

3.4.3 Cable Test

3.4.3.1 General.

Test records shall list cable designation and actual test values obtained for all cables disturbed during disassembly.

3.4.3.2 "Megger" Test.

After installation, but just prior to terminal connection, each conductor shall be "Megger" tested as follows: A 1000-volt "Megger" test shall be performed with all other conductors in each conduit or cable grounded. The final insulation resistance of each conductor shall not be less than one megohm.

3.4.3.3 Continuity Test.

Each conductor in every cable shall be given a continuity test from terminal to terminal.

3.4.3.4 Wire Check.

A point-by-point wire check shall be made of all connections disturbed during the performance of this Contract. All errors shall be corrected before the circuits are energized.

3.4.4 Limited Commercial Operational Test.

After all tests specified under paragraphs 3.4.2 and 3.4.3 above are satisfactorily completed and the equipment is determined to be in satisfactory operating condition by both the Contractor and Government, the unit will be given a 72-hour operational test. The Contractor will be given written notification of the date and time of the start of the test. The Contractor may witness the start or any portion of the test, and sign-off, with the Government, that the test has commenced. The test will be considered successful after 72 hours of satisfactory continuous operation without requiring modifications, adjustments, or stoppage of oil leaks, and the Contractor so notified in writing.

3.5 PAINTING

Painting of surfaces damaged by the Contractor during the course of the contract shall be restored to its original condition and shall match the existing color or colors.

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SECTION 15995

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MISCELLANEOUS HIRE

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SECTION 15995

MISCELLANEOUS HIRE

PART 1 GENERAL

1.1 GENERAL INFORMATION

As the condition of the generator parts cannot be determined until the unit is disassembled, it is anticipated that work in addition to that specified in other sections may be required. This additional work will be directed in writing to be accomplished under an item or items in this section. Where work is specified in other sections to be accomplished under these items, no work shall be accomplished until the item is inspected by the Government and specific directions are given in writing. The unit prices to be charged for labor for additional work shall not exceed the unit prices quoted in the Proposal Schedule for items, which shall include supervision, equipment, tools, labor, materials, transportation of items to and from site to work place, overheads, and incidentals required for the work. The estimated quantities in the Proposal Schedule for these items are for canvassing bids and more or less work than indicated may be required. Gas-shielding wire welding only is allowed inside the powerhouse, unless otherwise directed.

1.2 SUBMITTALS

Government approval is required on all submittals with a “G” designation. Submittals having a “FIO” designation are for information only. The following shall be submitted:

SD-01 Data

Welding Procedure; G-AO

Within 30 days prior to the start of welding operations a detailed welding procedure shall be submitted.

SD-09 Reports

Welding Inspection Reports; G-AO

Four copies of all welding inspection reports shall be submitted.

SD-13 Certification

Welder Certification; G-AO

Four copies of the certified welder qualifications shall be submitted 30 days prior to the start of any welding operations.

Inspector Certification; G-AO

Four copies of the certified inspectors qualifications shall be submitted 30 days prior to the start of any welding operations.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 MISCELLANEOUS WELDING

Perform miscellaneous arc welding as directed. Qualifications of welders and welding procedures shall conform to appropriate portions of AWS D1.1 and be submitted for approval. The work may include the preparation of weld procedures, disposition of copper, mild steel, or stainless-steel rod or wire, excavation of cracks in existing welds, stress relieving (if required), non-destructive testing of the welds, and finish grinding of the welded areas. The Contractor shall furnish suitable scales and report forms for weighing and recording the amount of welding rod or wire used.

3.2 MACHINIST HIRE

Furnish machinist to perform work on repairs to various machinery as directed.

3.3 ELECTRICIAN HIRE

Furnish electrician to perform work on installation and repairs of various electrical machinery, equipment, and wiring as directed.

3.4 WELDING SERVICES

Furnish the use of a welder with machine, leads, and wire or rod to perform miscellaneous welding, as described in paragraph 3.1, "MISCELLANEOUS WELDING" where weighing and recording the amount of welding rod or wire used is not practical.

3.5 PAINTER HIRE

Provide all labor, material, and equipment to perform painting, as directed, to the generating unit, related equipment, and surrounding areas. Painting shall include surface cleaning and preparation.

3.6 OTHER SKILLED CRAFTSMAN HIRE

Furnish other skilled craftsman, such as a Millwright and Mechanic, to perform work to repair the various parts and types of equipment.

3.7 GENERAL LABORER HIRE

Furnish general laborer to perform miscellaneous work pertaining to the repair of the unit as directed.

3.8 NON-DESTRUCTIVE EXAMINATION

3.8.1 General

The Contractor shall provide all labor, equipment and material to perform non-destructive testing as directed in writing. Non-destructive testing includes visual, dye or liquid dye penetrant,

magnetic particle, ultrasonic, and radiographic. All non-destructive testing performed by the Contractor shall be witnessed by a Government Inspector, unless waived in writing. Methods and procedures of inspection shall conform to the applicable requirements of the ASME Boiler and Pressure Vessel Code, Section V and AWS D1.1. Inspection reports shall be provided for each part or portion of a part inspected. All personnel qualification requirements shall be submitted for approval.

3.8.2 Liquid Penetrant Inspection

The penetrant (PT) tests and inspection shall conform to the applicable requirements of Appendix 8 of Section VIII of the ASME Boiler and Pressure Vessel Code, except that penetration time is 15 minutes below 50°F. All defects disclosed by the penetrant test shall be reported. The individual performing the PT tests shall, as a minimum, be ASNT SNT-TC-1A Level 2 qualified, with 2 years of experience within the last 2 years.

3.8.3 Magnetic Particle Inspection

The magnetic particle (MT) tests and inspection shall conform to the applicable requirements of Appendix 6, Section VIII of the ASME Boiler and Pressure Vessel Code. All indications shall be reported. The individual performing the MT tests shall, as a minimum, be ASNT SNT-TC-1A Level 2 qualified, with 2 years of experience within the last 2 years.

3.8.4 Ultrasonic Inspection

The individual performing the ultrasonic testing (UT) work shall, as a minimum, be ASNT SNT-TC-1A Level 3 qualified, or Level 2 qualified with two years of experience within the last 2 years. Appropriate test heads shall be prepared and used with the ultrasonic equipment. The ultrasonic testing shall conform to applicable portions of Appendix 12 of the ASME Boiler and Pressure Vessel Code, Section VIII. All indications shall be reported.

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SECTION 16210

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GENERATOR REWIND

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SECTION 16210

GENERATOR REWIND

PART 1 - GENERAL

1.1 GENERAL

This section covers supplying one new stator winding, all accessories specified herein, and spare parts; supplying one new stator core; removing the old winding and stator core; installing the new stator core; and installing the new stator winding and accessories. All associated testing is included.

1.2 REFERENCES

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

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C50.10 (1990) General Requirements for Synchronous Machines (rescinded)

ANSI C50.12 (1982; R1989) Requirements for Salient-Pole Synchronous Generators and Generator/Motors for Hydraulic Turbine Applications

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 343 (1997) Standard Test Method for Alternating-Current Magnetic Properties of Materials at Power Frequencies using Wattmeter-Ammeter-Voltmeter Method and 25-cm Epstein Test Frame

ASTM A 717 (2001) Standard Test Method for Surface Insulation Resistivity of Single-Strip Specimens

ASTM A 720 (1997) Standard Test Method for Ductility of Nonoriented Electrical Steel

ASTM D 1868 (1998) Standard Test Method for Detection and Measurement of Partial Discharge (Corona) Pulses in Evaluation of Insulation Systems

AMERICAN WELDING SOCIETY, INC. (AWS)

AWS A5.8 (1992) Specification for Filler Metals for Brazing

CANADIAN ELECTRICAL ASSOCIATION (CEA)

CEA RTP-76-17-DB Diagnostic Testing of Generator Insulation, Part 3: Partial Discharge Analyzer Coupling Systems

Hydroelectric Turbine-Generator Units Guide for Erection Tolerances and Shaft System Alignment Part I - Definitions

Hydroelectric Turbine-Generator Units Guide for Erection Tolerances and Shaft System Alignment Part II - Vertical Shaft Units with Francis Turbines or Reversible Pump-Turbines”

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 43 (2000) Recommended Practice for Testing Insulation Resistance of Rotating Machinery

IEEE 56 (19971) Guide for Insulation Maintenance of Large Alternating-Current Rotating Machinery

IEEE 95 (2002) Recommended Practice for Insulation Testing of Large AC Rotating Machinery with High Direct Voltage

IEEE 115 (1995) Guide: Test Procedure for Synchronous Machines

IEEE 286 (2000) Recommended Practice for Measurement of Power-Factor Tip-Up of Rotating Machinery Stator Coil Insulation (Rev. 1981) (Withdrawn)

IEEE 1043 (1996) Recommended Practice for Voltage-Endurance Testing of Form-Wound Bars and Coils

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA LI 1 (1998) Industrial Laminated Thermosetting Products

1.3 SUBMITTALS

Government approval is required for all submittals with a “G” designation; submittals having an “FIO” designation are for information only. The following shall be submitted:

SD-01 Data

1.3.1 Within 60 calendar days after date of receipt of written notice of award:

A description of the bar insulation system, including processes and materials employed to meet specification requirements; G-AO

An outline and description of the test methods and equipment to be employed in the factory tests for the stator bars including all required test values; G-AO

The name and address of the facility proposed to perform the accelerated life testing of the prototype bars and the production run bars; G-AO

Stator lamination fabrication procedure including production tolerances. Provide information on insulating varnish; G-AO

An outline and description of the test methods and equipment to be employed in the epstein test for the stator core laminations including all required test values and acceptance criteria; G-AO

An outline and description of the test methods and equipment to be employed in the franklin test for the stator core laminations including all required test values and acceptance criteria: G-AO

Calculations and metallurgical data on vent duct spacers; G-AO

1.3.2 Within 90 calendar days after date of receipt of written notice of award:

Detailed design calculations illustrating how the stator dc I^2R (copper) losses are determined at 75°C. Calculations shall illustrate the composition of the various portions of winding circuit resistance, including number of bars in series and parallel connections, end connections, circuit rings, etc.; G-AO

Detailed calculations showing how the stray load loss is determined; G-AO

Maximum temperature rise of the new winding above 40°C ambient at rated load, voltage, and power factor; G-AO

Calculated stator winding temperature rise as indicated by embedded temperature detectors and calculated stator winding hot spot temperature at rated load, voltage, and power factor. The relationship between the operating "hot spot" temperature of the stator bars shall be demonstrable by direct measurement or by recognized methods of calculation that have been correlated to special factory tests on a basically similar machine; G-AO

Calculated maximum radial force on each bar side in slots where both bar sides are in the same phase and in slots where the bars are in different phases. Forces shall be calculated at rated load, voltage, and power factor and at worst fault condition; G-AO

Initial deflection of slot wedging spring-type filler and radial pressure applied to stator bars in slot portions; G-AO

Minimum acceptable deflection of the slot wedging spring-type filler after extended operation, and the radial pressure applied to stator bar at the minimum acceptable deflection. Include calculations to show that the radial pressure wedging system forces will exceed the non-fault-condition forces throughout the life of the winding; G-AO

Detailed procedures for stacking the stator core including stacking tolerances; G-AO

Installation procedures for the new winding. These shall include a description of the brazing methods for winding connections and the quality control checks to be used in those operations. They shall also include method of maximizing bar-to-bar clearances (tolerance on level bars); G-AO

A description of the materials for the assembly of the stator bars into the generator stator. This includes all wedging, filler, and bracing materials; G-AO

1.3.3 Within 120 calendar days after date of receipt of written notice of award:

Technical details of the interlaminar insulation test including power requirements; G-AO

An outline and description of the test methods and equipment to be employed in the field tests for the completed winding; G-AO

An outline and description of the test methods and equipment to be employed in the special field tests for the completed winding; G-AO

Assembly and disassembly procedures. These shall include alignment, centering, and balancing procedures and procedures for recentering the guide bearings; G-AO

Procedures for removal of the existing stator winding; G-AO

Procedures for removing the existing stator core; G-AO

Procedures for cleaning, inspecting and testing the rotor. Test procedure shall contain acceptance/rejection criteria; G-AO

SD-04 Drawings

1.3.4 Within 60 calendar days after date of receipt of written notice of award:

A cross-sectional view of the proposed stator bars in a stator slot, describing the stranding arrangement, strand dimensions, copper cross-sectional area, strand and conductor insulation details (including insulating material types and thicknesses), slot fillers, wedging details, and partial discharge suppressive treatments; G-AO

Exterior dimensions of the stator bars; G-AO

Dimensions and details of the wedges and fillers; G-AO

Circuit ring configuration and dimensions; G-AO

Details of the connections; G-AO

Details of the main and neutral leads; G-AO

Bracing configuration for the winding; G-AO

Winding diagram (showing three phases in different colors, and showing PDA & RTD locations); G-AO

Details of the partial discharge analysis (PDA) system and installation, including coupling capacitor details, coupling capacitor location, termination panel details, termination panel location, and coaxial cable routing; G-AO

Dimensions, material and arrangement of information on the new nameplate; G-AO

Dimensions, materials and tolerances for stator laminations and vent duct spacers; G-AO

Dimensions and tolerances for the completed stator core; G-AO

Stator core clamping system; G-AO

Details of the die set including dimensions, dimensional tolerances, material, method of securing die set to the press, identification of fasteners and operating instructions; G-AO

SD-09 Test Reports

Test reports for all tests shall be submitted for approval. The equipment will not be accepted prior to approval of the submittals; G-AO

Bar Test Record. Each bar shall be given a unique identification and a permanent record of each bar shall be kept. The test results for all bars, whether included in the winding or rejected as a result of any test, shall be included in this record. This record shall be submitted at the time of delivery of the bars. The Contractor shall include the slot number where each bar has been installed in this record. The record shall be submitted at the completion of the rewind; G-AO

1.4 EXISTING GENERATOR INFORMATION

1.4.1 Unit Identification and Nameplate

Unit 3 at Fort Peck Powerplant is an air-cooled, vertical hydro-generator, manufactured by Allis-Chalmers Manufacturing Company. The unit was brought on line in 1951. Generator ratings, as defined by the nameplate stamping information are as follows:

38,889 kVA
0.9 Power Factor
13,800 V
3-phase
60 Hz
128.6 RPM
115 percent overload capability

National Electric Coil rewound the unit in 1978. The winding was uprated to 45,789 kVA.

1.4.2 Description of Generator

The generator is designed with skewed stator slots and a wave winding. The rear pitch is 1-7. The front pitch is 1-9. There are 396 slots. The grouping is 23232232232 repeated 12 times.

1.4.3 Existing Damage to the Generator

The unit sustained a catastrophic winding failure on February 11, 2002. Extensive iron damage occurred as a result of this failure.

1.4.4 Inspection By Contractor

The government will make the generator available at the Contractor's request to permit the Contractor to inspect the generator and obtain dimensions required to design the winding replacement. The inspection schedule shall be coordinated with the Contracting Officer. The Contractor shall be responsible for obtaining and verifying dimensions and other information, including information contained in this specification, that may be required to design a replacement stator core and winding. Measurements shall be made on the generator as necessary to ensure that all materials supplied under this contract will meet all

contract requirements. The Contractor shall be responsible for developing the necessary information required for design. Any discrepancies between information given in this document and information developed shall be brought to the attention of the Government before proceeding.

PART 2 PRODUCTS

2.1 MATERIALS

All materials shall conform to the applicable specifications and standards listed and to the additional requirements specified herein. Any materials required in the work, but not covered by the specifications, shall be approved for the purpose intended prior to their incorporation. Reference to any equipment, article or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any equipment, material, or article that in the judgment of the Contracting Officer is equal to that named.

2.2 PROTOTYPE STATOR BARS

Prior to manufacture of the stator winding eight prototype bars (four top and four bottom), plus any additional bars which may be required because of failure, shall be manufactured for accelerated life testing. The bars shall be identical to those manufactured under paragraph 2.4, and they shall have passed all the factory tests specified in paragraph 3.3. The testing procedure shall be as stated in paragraph 3.2.

2.3 WINDING RATING AND INSULATION CLASS

The new stator winding shall be rated at or above 45,789 kVA. The stator bars and winding installation materials shall be capable of operation at Class F temperature limits as defined in ANSI C50.12. Stator winding temperature rise shall not exceed 75° C above a cooler discharge air temperature at 40° C when operated at 45,789 kVA.

2.4 NEW STATOR BARS

2.4.1 General

The new stator bars to be supplied under this specification shall incorporate modern practice in design, material, and workmanship. Bars shall be of the hard, single-turn type with Roebel transposition designed to minimize eddy current loss. The strands shall be annealed copper, free from splinters, flaws, rough spots, or short radius bends. All finished outside edges of each bar shall be rounded with a minimum radius of 1/16 inch. The narrow side of the slot portion of each stator bar shall have a flat bearing surface of at least 3/8 inch. Bar leads shall not be cut or tailored for any particular slot and shall be designed for use in any slot.

2.4.2 Conductor Strands

Strands shall be continuous (splice free) within the entire mean turn length of each bar and shall be insulated with continuous filament glass or dacron-glass fibers, or mica tape, bonded to the copper with a suitable bonding agent. Conductor strands shall be sized and arranged to minimize eddy and circulating current losses.

2.4.3 Bonding

The slot and end winding portions of the assembled strands shall be bonded into a homogenous structure of controlled size using heat and pressure. Strand bonding resins shall have properties and characteristics to prevent bond failure due to the mechanical, thermal, and chemical effects associated with thermal cycling while operating within the Class F temperature limits for which the winding is to be designed.

2.4.4 Ground Insulation

2.4.4.1 General

Ground insulation shall consist of multiple overlapped layers of mica splitting and/or mica flake tapes applied continuously and of equal thickness throughout the entire length of the bar. The mica splitting tape, if used, shall consist of large white mica splittings, NEMA Grade C or better. All mica tapes shall be constructed with a glass or polyester fabric backing material. A suitable protective covering tape shall be applied over the ground insulation mica tape.

2.4.4.2 Drying

After the application of all insulation, the bars shall be given appropriate drying treatments to remove absorbed or trapped moisture and gases from the insulation system.

2.4.4.3 Resin Impregnation and Curing

After drying treatments, the bar insulation shall be completely filled with a solventless epoxy resin using a vacuum-pressure or mechanical impregnation process. After impregnation, the bar insulation system shall be cured by the application of heat and pressure to the slot and end winding portions of the bars. Slot portions shall be sized to closely controlled dimensions and end portions shall be restrained with suitable pressure devices to assure a well-compacted insulation structure. The insulation in the slot portion and under the grading paint shall be free of internal voids visible, when dissected, to the naked eye.

2.4.4.4 Alternate Construction

B-stage or loaded tapes may be used in lieu of the resin impregnation process described in paragraph 2.4.4.3. After the drying treatments, the bars shall be formed by heat and pressure in the same manner described in paragraph 2.4.4.3. The fill and void-free requirements given in paragraph 2.4.4.3 must be met.

2.4.5 Finish and Partial Discharge (Corona) Suppression Treatments

Slot portions of the stator bars, and a suitable distance beyond, shall be treated with a semiconducting compound capable of giving positive electrical contact between the treated portions of the bar surface and the entire length of the core slot walls. This semiconducting treatment shall be designed to eliminate corona discharges between bar and slot surfaces and between top and bottom bar sides.

2.4.6 Graded Suppression Treatment

A voltage grading semiconducting compound shall be applied to a suitable portion of the stator bar surface extending outward from the semiconducting treatment. This voltage grading semiconducting treatment shall be of a length and resistivity to limit bar surface voltage gradients to levels well below surface discharge (corona) onset levels under normal operating voltage stresses. The semiconducting treatment shall be exposed and accessible for inspection and possible repair. The winding shall exhibit no visible corona during a black-out test of up to 10 kV (see paragraph 3.21(D)). Bar surfaces beyond the discharge suppressive treatments shall be treated with a finish capable of resisting exposure to dampness, attack by oil vapors, Contractor-recommended cleaning solvents, or other materials to which the winding may be exposed during its operating life.

2.4.7 Testing

The new bars shall all be subjected to the tests listed in paragraph 3.3.

2.4.8 Bar Identification and Record

Each bar shall be given a unique identification. A permanent record for each bar shall be kept whether the bar is included in the finished winding or not. The record shall include the results of all bar tests.

2.4.9 Quantity

Sufficient bars to make up a complete winding shall be supplied. In addition, the eight production run bars (four top and four bottom), plus any which may be additionally required because of failure, shall be supplied for the accelerated life testing specified in paragraph 3.2. Bars subjected to accelerated life testing shall not be used in the final winding. The spare bars listed in paragraph 2.13.2 shall also be supplied.

2.5 RESISTANCE TEMPERATURE DETECTORS

Twenty four (24) standard resistance temperature detectors (RTD's), of 10 ohms at 25°C plus or minus 0.2°C shall be supplied for installation in the stator winding. The detectors and their location shall be in accordance with paragraph 5.2 of ANSI C50.10. The Contractor shall replace all existing RTD cable with insulated cable designed to withstand a minimum insulation operating temperature of 120°C. Each detector shall be supplied with three connecting leads of sufficient length for installation to existing terminal blocks in the generator accessory lead terminal box. Leads may be solder-spliced; mechanically spliced leads shall not be used. The portion of the temperature detector in the slot shall have a semiconducting coating.

2.6 NEW CIRCUIT RINGS

2.6.1 General

New circuit rings, complete with all necessary connections, taps, adapters, braces, supports, and materials for making the necessary line and neutral connections between the windings, the terminals of the phase buses, and the terminals of the neutral current transformer bus assembly shall be supplied for installation.

2.6.2 Electrical Configuration

The stator winding shall be wye-connected. Each phase of the stator winding shall consist of single-turn bars with neutral leads and the common main lead brought out within the generator housing at an approved location.

2.6.3 Physical Construction

The new circuit rings, supports, and connecting leads shall be designed for installation in the same general location as the existing equipment, without alteration of the air baffling system or modification of structural parts. Each circuit ring shall be made up of not more than twelve pieces. All factory joints shall be brazed in accordance with the requirements of AWS A5.8. The arrangement of the leads shall be such that the main leads and the neutral leads can be readily interchanged by changing their connections to the circuit ring buses without the need to braze or solder.

2.6.4 Insulation

The circuit rings and connections shall be insulated for 15 kV with full Class F insulation or better composed of mica or glass tapes.

2.7 FILLERS, WEDGES, TIES, AND BLOCKING MATERIAL

2.7.1 General

All material in the slot or used in bracing the winding shall be of an approved Class F or higher insulation.

2.7.2 Side Packing

One of the following side packing systems shall be used. No systems will be approved which require non-spring-type side filler to be inserted in the slot after the bar has been inserted:

a. Multiple layers of conducting felt shall be used to completely fill the space between the bars and the sides of the slots.

b. A semiconducting silicone rubber compound shall be applied to the sides of the bars and cured before bar insertion. The silicone rubber shall form an interference fit with the sides of the slot.

c. A semiconductive bar wrapper used in conjunction with conducting putty shall be continuously applied throughout the length of the slot. The bar shall be inserted into the slot before the putty has cured.

d. A ripple spring shall driven between one side of the bar and the slot to form an interference fit. Acceptable deflection of the spring shall be submitted in the installation procedure.

e. Other approved systems.

2.7.3 Center Filler and Bottom Filler

All center filler and bottom filler shall be fabricated from semiconducting material. The semiconducting material shall be impregnated throughout and shall not be coated on top of an insulating

backing. A center filler between the two bar sides in a slot shall be supplied of such a thickness as to prevent interference between the bars in the straight part extension. RTD's shall be installed in place of the center filler in specified slots. A bottom filler shall be used between the bottom bar side (furthermost from the bore) and the bottom of the slot.

2.7.4 Spring-Type Filler Material

Spring-type filler material, or other approved follow-up, shall be installed between the front filler and the wedge. Spring-type filler material shall pass the tests of paragraph 3.4.

2.7.5 Wedges and Top Fillers

Stator slot wedges shall be manufactured from NEMA Standard LI1, Grade G11 material. The slot wedge cross sectional shape shall match the wedge groove shape of the stator laminations. Wedge width shall result in a snug, sliding fit when placed in position in the slot. Top fillers shall be furnished in a variety of thicknesses to ensure that a proper thickness combination is available to produce a satisfactory radial wedging pressure. A method for verifying spring type filler material at the three quarter points of the slot, as a minimum, shall be submitted for approval. End wedges shall be secured in place to prevent axial movement or migration of slot wedges or wedge fillers, but in no case shall epoxy be used to secure the wedges. Wedges shall be furnished with cutbacks at the cooling air passages. These cutbacks shall be designed to enhance the air flow.

2.7.6 Two-Part Wedges

If two-part wedges are used, the wedges and slides shall be assembled using a master slide to select the slide of correct thickness. Acceptable wedge deflection, after slide is driven, shall be specified. The slide shall neither project above the top of the wedge nor touch the wedge below. All wedges shall be installed so that all slides are driven from above. A locking system for restricting the possible vertical movement of the wedges shall be provided, but in no case shall epoxy be used to secure the wedges. All wedges shall be tight upon completion of the wedging.

2.7.7 End Winding Bracing and Blocking Material

End winding bracing material shall be Class F and shall include resin-impregnated conforming material, blocks, and glass twine. The conforming material shall be Dacron felt and shall be impregnated thoroughly with resin before use between the bars. The blocks shall be glass based and shall be used when the space cannot be filled with resin-impregnated Dacron felt. After installation the ties are to be saturated with the resin.

2.8 NEW STATOR IRON

The Contractor shall furnish the required number of new laminations to completely stack the new stator core. The laminations shall be made from high-grade non-aging silicon steel. The loss index shall be not worse than the original laminations. The thickness of the steel shall not be greater than the original steel. Each lamination shall be coated on both sides with an insulation varnish or other suitable material to minimize eddy current losses.

2.9 STATOR CORE VENT DUCT SPACERS

The Contractor shall furnish the required number of new stator iron vent duct spacers to completely stack the new stator core.

2.10 NEW STATOR LAMINATION DIE

The Contractor shall furnish to the Government a die for the new laminations. The die shall be of straight cut type, suitable for punching all the laminations needed for the work. The Contractor shall submit reports of the condition of the die, such as the number of sharpenings the die can withstand and the number of laminations that can be punched between sharpenings. The die shall be sharpened and packaged in a clearly labeled box prior to being turned over to the Government.

2.11 NEW STATOR CLAMPING SYSTEM

The Contractor shall furnish and install a new clamping system. This shall include clamping plates, fingers, through bolts and nuts.

2.12 PARTIAL DISCHARGE ANALYSIS SYSTEM

2.12.1 General

A complete Partial Discharge Analysis (PDA) system that is suitable for on-line testing of the generator stator winding shall be designed and furnished for installation. The system shall provide on-line partial discharge measurements as required to frequently and randomly monitor the condition of the stator winding without a service outage. The system shall include protective devices and circuitry as necessary to prevent circulating currents and unsafe voltages from appearing at the termination cabinet. All parts of the system shall be furnished. Reference CEA RPT-76-17-DB.

2.12.2 Coupling Capacitors

2.12.2.1 General

Six coupling capacitors shall be furnished for permanent installation in the winding, two in each phase. The capacitors shall be potted mica-type. The type proposed must have been in use on at least two 10 MW or larger generators for at least 12 months as PDA coupling capacitors, two per phase. The system shall withstand the dc and ac high potential generator tests.

2.12.2.2 Rating

The coupling capacitors shall be rated 80 or 100 pF $\pm$5 percent, 20,000 peak working volts, noise- and corona-free to a minimum of 15 kV ac rms and capable of withstanding 40 kV ac rms for one minute. They must withstand (with suitable bracing) vibration and shock levels typical of mounting locations on circuit rings, end turns, and bar-circuit ring connections.

2.12.2.3 Construction

The capacitors shall be the potted mica-type, equal or better than Iris EMC available from Iris Power Engineering Inc.

2.12.3 Leads

Sufficient leads shall be furnished to go from the coupling capacitors to the termination panel. The leads shall be RG58A/U coaxial cable. Each lead shall be terminated with a BNC connector.

2.12.4 Termination Panel

The existing termination panel shall be reused.

2.12.5 Analyzer

No partial discharge analyzer is required since the project has an IRIS PDA-IV analyzer. All new equipment shall be compatible with this analyzer.

2.13 SPARE PARTS

2.13.1 General

All spares shall be shipped to the powerplant when work begins at site.

2.13.2 Bars and Supplies

A set of thirty (30) spare bars (twenty top and ten bottom), including end connectors, shall be supplied, along with all non-deteriorating parts necessary for their installation, packing, and wedging. All spare bars supplied shall be interchangeable with, and shall be of the same material and workmanship as, those specified in paragraph 2.4.

2.13.3 RTD's

A set of two (2) RTD's, identical to those provided under paragraph 2.5 shall be provided. All leads shall be equal to the longest provided under paragraph 2.5 and shall conform to the requirements of that paragraph.

2.13.4 Spare Laminations

A set of one hundred (100) spare laminations shall be supplied. These laminations shall be identical to those specified in paragraph 2.8.

2.13.5 Spare Core Vent Duct Spacers

A set of ten (10) spare core vent duct spacers shall be supplied. These spacers shall be identical to those specified in paragraph 2.9.

2.14 NEW NAMEPLATE

A new nameplate shall be provided for the new winding, reflecting the new 100 percent rating as defined in ANSI C50.12. The nameplate shall be brass or stainless steel, similar in size and thickness to the original nameplate, and shall be cast, stamped, or engraved with the following information:

a. Winding manufacturer’s name.
b. KVA rating.
c. Power factor.
d. Stator voltage.
e. Stator current.

f. Field voltage at rated kVA.
g. Field current at rated kVA.
h. Frequency.
i. Rotation speed.
j. Stator temperature rise.
k. Date of rewind.

PART 3 EXECUTION

3.1 GENERAL TESTING REQUIREMENTS

Equipment supplied under this contract shall be given the manufacturer's routine factory and field tests. Other tests shall be performed as specified. The Government Quality Assurance Representative (GQAR) shall witness all tests, unless waived in writing. No equipment shall be shipped until it has been approved for shipment. Only Contractor-furnished equipment shall be tested, and the tests shall be made in accordance with applicable requirements of ANSI C50.10 and C50.12, and IEEE 115, except as stated. The waiver of any test or witnessing of a test shall not relieve the Contractor of the responsibility of complying with these specifications. All necessary test equipment, instrument transformers, temporary installations, and personnel shall be furnished. All test equipment shall be calibrated prior to performing the specified test or group of tests. GQAR shall be notified in writing 15 days in advance for tests.

3.2 ACCELERATED LIFE TESTS

The following accelerated life tests shall be performed as indicated below.

3.2.1 Test Procedure

The test shall consist of subjecting specified bars to a 60-Hz test voltage of 30 kV rms, at a steady-state surface temperature of 90°C, continuously to breakdown or to the test termination time of 400 hours. The test shall be performed in accordance with IEEE 1043. Failure outside of the conductive slot paint and grading paint portions of the bar will not be considered a failure under this test. In this event, the insulation shall be repaired and the test continued. At the conclusion of the tests, three slices of approximately 0.25 inch shall be cut from each tested bar (one from the slot section, the grading paint section, and the area above the gradient paint) and delivered to the GQAR. The cut surfaces shall be polished, but shall not be coated in any way. None of the bars subjected to the accelerated life tests shall be used in the stator winding.

3.2.2 Prototype Bars

Accelerated life tests shall be performed on specified prototype bars (see paragraph 2.2). An approved independent testing laboratory shall perform the tests. During the test, no failure may occur before 200 hours. If a failure occurs between 200 and 400 hours, two additional bars shall be tested and no further failures may occur before 400 hours. Failure to pass the accelerated life test shall require redesign of the bars or of the manufacturing process, subject to approval, and retesting of the bars according to this paragraph. Production of new stator bars may not begin until the prototype bars have passed accelerated life testing.

3.2.3 Production Run Bars

Accelerated life tests shall be performed on specified production run bars (see paragraph 2.4.9), chosen by the Government at random from the production run. The tests shall be performed at an approved facility. If a failure occurs in any of these bars between 200 and 400 hours, two more bars will be picked at random from the production run and subjected to this test. If any further failures occur, or if any failures occur before 200 hours, the production shall be stopped and the cause of failure shall be determined and reported to the Government. The Government will subsequently decide what course of action needs to be taken to ensure an acceptable winding.

3.3 BAR TESTS AT FACTORY

Each bar shall be subjected to the following tests, performed by the Contractor at his facilities. If more than one percent of the bars fail, production shall be stopped, the Government shall be notified, and the cause for failure shall be established and corrected. Certified test results of all factory tests shall be submitted for approval as required in paragraph 1.3. Approval shall be obtained prior to shipment of any bars from the factory.

a. Strand Continuity and Strand Insulation. The continuity of each strand shall be established by a suitable test prior to checking the strand insulation. The insulation integrity between all strands within a conductor shall be tested by applying a minimum of 120 Vac rms between each strand and all other strands of the conductor.

b. Ground Insulation Dielectric Test. The ground insulation of each stator bar shall be subjected to a withstand test of 40 kV ac for one minute. Visible corona detected under typical factory lighting of 100 ft-c shall be grounds for rejection.

c. Power-Factor Tip-Up Tests. Power-factor measurements shall be made on each bar in accordance with IEEE 286. Tests shall be made at 20 and 100 percent rated (line-to-ground) voltage. If the numerical difference between the two power factor measurements is greater than 0.9 percent, the bar will be rejected.

d. Dissipation Factor Test. In addition to the power-factor tip-up test, every tenth bar produced shall be given a dissipation factor test. This test shall consist of subjecting the bar, using the same setup as the tip-up test, to ac voltages of 20 through 200 percent of rated (line-to-ground) voltage. To compensate for occasional measurement anomalies, the averaging of a single step value not meeting the specified criteria with the next highest step will be permitted. Should the two steps have different acceptance criteria, these also may be averaged. For each bar that fails the dissipation factor test, four additional bars shall be tested. The dissipation factor shall be measured as a function of voltage at each 20 percent interval of rated voltage, i.e., 20, 40, 60, 80, 100, 120, 140, 160, 180, and 200 percent. Dissipation factors shall not exceed the values given in the following table:

For each 20% interval between:	and:	The dissipation factor shall not increase by more than:

20%	60%	0.0015
60%	120%	0.003
120%	200%	0.004

3.4 SPRING-TYPE FILLER MATERIAL TEST

Representative samples of the spring material shall be subjected to the tests specified in this paragraph. Failure to pass these tests shall require the spring material to be redesigned and retested. The spring height is defined as the total height of the spring minus the material thickness (that is, the distance that the height of the spring can be compressed). Samples of each size to be used in the generator shall be tested. The force required for an 80 percent reduction in spring height shall be at least 110 psi. After this measurement, the test samples shall be conditioned by compressing them 100 percent (completely flat) between steel plates. They shall be kept in this position at 120°C for 168 hours. After conditioning, the force required for an 80 percent reduction in spring height shall be at least 65 percent of the preconditioning force. The uncompressed spring height shall have shrunk less than 20 percent. All test results shall be submitted at least 30 days prior to any shipment as required in paragraph 1.3.

3.5 RESISTANCE TEMPERATURE DETECTOR (RTD) TESTS AT FACTORY

The following factory tests shall be performed on the RTD's:

a. RTD Insulation Resistance. The RTD ground insulation shall be tested at a potential of 1500 Vac rms. After this test, the RTD insulation resistance shall be measured at 500 Vdc. The insulation resistance measurements on each RTD shall be 100 mega-ohms minimum.

b. RTD Element Resistance. The resistance of each RTD shall be determined by subtracting the lead resistance (between the two common leads) from the total resistance measured (from each common lead to the third lead). The values shall meet the requirements of paragraph 2.5. The values thus obtained shall be corrected to 25°C, recorded, and the report submitted as required in paragraph 1.3.

3.6 STATOR CORE PUNCHING TESTS

Factory tests shall be performed on the laminations to confirm the integrity of the insulating material and steel. Tests shall be performed on a sample lot at three periods during the manufacturing of the laminations: (1) at the beginning of the manufacturing process with the first few laminations produced, (2) approximately in the middle of the manufacturing process, and (3) upon completion of the manufacturing of the laminations. A sufficient number of laminations shall be selected to adequately perform these tests during each test period. The following tests shall be performed:

a. Epstein Test. The Contractor shall perform an Epstein test as outlined in ASTM A 343 to determine core losses. The stator laminations are to be made from thermally stabilized electrical steel. Epstein loss values at 10,000 and 15,000 Gauss before and after a thermal stabilization test are to be within 5 percent of each other. Thermal stabilization consists of thermal aging of Epstein loss test samples at 600°C for 150 hours. The Contractor shall submit the following test data and calculations: (a) core loss values before and after thermal stabilization test, (b) weight of tested lamination, (c) calculations including formulae for determining the desire test induction and

voltage, (d) calculations and formulae for determining specific core loss of the tested lamination, and (e) acceptable range of exciting current and ac permeability.

b. Franklin Test. The Contractor shall perform a potential test using a Franklin Tester, as outlined in ASTM A 717. Test shall be performed using 0.5 volt at a temperature of 150°C and a pressure of 750 psi. Maximum current shall not exceed 0.6 amperes. The average current shall not exceed 0.4 amperes. Readings shall be taken at the lamination teeth and core section. The Contractor shall submit: (a) insulation quality of the sample laminations, (b) electrical resistivity value of test lamination and (c) electrical current readings.

c. Ductility Test. The Contractor shall perform a ductility test per ASTM A 720. The test report shall include the number of specimens, the specimen dimensions, and the ductility expressed as the number of reversals until failure.

3.7 GENERATOR DISASSEMBLY

The Contractor will disassemble the unit as specified in Section 15991.

3.8 REMOVAL OF EXISTING WINDING

The existing stator winding shall be removed in a manner that will inflict no damage to components that will be reused. Damage resulting from winding removal or during winding replacement shall be corrected at the Contractor's expense. The old stator winding shall become the property of the Contractor, but shall not be reused. The winding shall be removed from the job site as soon as possible after removal. The removal shall include the following:

a. Marking. Prior to removing the old winding, the stator frame shall be suitably marked to locate lead positions and resistance temperature detector locations.

b. Surge (Bracing) Ring Removal. The existing surge rings shall be removed. The old surge rings shall become the property of the Contractor, but shall not be reused. The rings shall be removed from the job site as soon as possible after removal.

c. RTD Removal. The existing resistance temperature detectors and cable leads shall be removed back to the nearest terminal block.

d. Coupling Capacitor Removal. The existing coupling capacitors shall be removed and turned over to the Government.

3.9 STATOR CORE REPLACEMENT

3.9.1 Unstack Stator Core

The upper clamping plates shall be removed. All iron and vent duct spacers shall be removed from the core.

3.9.2 Inspection

The stator support pad area, dowels, and jacking screws shall be examined for general condition and for evidence of abnormal movement.

3.9.3 Center and Round Stator

The Contractor shall measure the circularity/verticality and level of the stator frame prior to restacking the core with new iron. The Contractor shall adjust as necessary to ensure compliance with Canadian Electrical Association Guide for Erection Tolerances and Shaft Systems Alignment Part II (CEA Guide). This includes complete removal of the dovetail bars and welding new dovetail bars in the proper location. The stator shall be centered on the plumbed and centered turbine shaft. The generator soleplates shall be redowelled if necessary.

3.9.4 Restack Stator Iron

The stator shall be restacked without splits using all new laminations and vent duct spacers. The Contractor shall press the iron in lifts not to exceed 15 inches. Slots can be skewed or vertical. Hydraulic jacks shall be used to press the iron such that the fasteners for the stator clamping-bolts are not solely used to apply pressure. The Contractor shall install the necessary shims and continually check the stator core as it is being stacked to ensure that it will satisfy the requirements of CEA Guide.

3.9.5 Final Check

At the completion of the restack, the Contractor shall measure the circularity and verticality to verify compliance with the CEA Guide. The core shall be corrected if measurements indicate it is out of tolerance.

3.9.6 Clamping and Locking System

The tightening torque values of the stator core axial pressure bolts and the bolts supplying the tangential pressure at the splits in the stator frame shall be recorded. A locking system shall be provided.

3.10 STATOR CORE INTERLAMINAR INSULATION TEST

3.10.1 General

After completion of the restacking, the core shall be subjected to an interlaminar insulation test. Areas failing the requirements of the tests shall be repaired or replaced at the Contractor’s expense. All repairs are subject to the approval of the Contracting Officer. After completion of the repairs, the core shall be retested at the Contractor’s expense.

3.10.2 Test Procedure

The interlaminar insulation of the core shall be tested as outlined in paragraph 8.1.10 of IEEE 56. Power for this test shall be derived from an approved source. Another generator will not be made available as a source of power. The Contractor's test procedure shall be submitted for approval in accordance with paragraph 1.3. This procedure shall include detailed calculations of the operating flux density, the magnetizing current, and the ampere turns required to bring the core density to the rated value, as well as cable installation and safety methods. The flux density shall be determined by measuring the voltage developed in a one-turn search coil installed around the stator iron, but not adjacent to the magnetizing coil. The test shall be applied for at least 30 minutes. The magnetizing current must cause an average 1-1/2°C temperature rise in the core. Any hot spot exceeding 5°C above the

temperature of the surrounding iron shall be reported to the Government. Core hot spot temperatures shall be measured by means of an infrared temperature-scanning device. The temperature-scanning device shall be capable of detecting temperature differences of 1/2°C and shall have provisions for making a videotape record of the temperature scan. A temperature scan survey videotape shall be taken of the whole core and included with the test report. During the interlaminar insulation test, the following temperatures shall be measured with thermocouples and recorded at ten minute intervals:

a. Ambient air temperature.

b. Core hot spot temperature and location.

c. Average core temperature around the core perimeter at the axial location of the hot spot temperature.

d. Average core temperature (ambient core temperature) and location where no apparent hot spots are detected.

3.11 APPLICATION OF EPOXY

Following successful completion of the interlaminar insulation testing, two coats of capillary action epoxy shall be applied over the bore surface of the stator core. The epoxy shall be allowed to dry between applications.

3.12 APPLICATION OF VARNISH

Following the application of the epoxy, one coat of semiconducting varnish shall be applied to the stator slots. The slots will be considered clean if the semiconducting varnish resistance to the core is 1,500 ohms or less. The varnish resistance to the core shall be measured and recorded at a minimum of 10 points per core packet on not less than one slot in 30 on a random basis. If the varnish resistance to the core in one slot is more than 1,500 ohms, two more slots will be randomly selected by the GQAR and the tests will be repeated. If one of the two additional slots shows a varnish resistance to core of more than 1,500 ohms, all slots shall be tested. Non-complying slots shall be cleaned and retested until the proper resistance is achieved.

3.13 INSTALLATION OF NEW STATOR WINDING

The new stator winding, circuit rings, and surge rings shall be installed, bar-to-bar and bar-to-circuit ring connections shall be made, and all work incidental to a complete rewind of the generator stator shall be performed. The work shall be performed in accordance with the Contractor's approved procedure. In general, it shall be as follows:

a. Slot Position Record. During the winding of the stator, the slot position of each bar shall be recorded. This shall be recorded on the existing bar records, which shall be submitted upon completion of the rewind.

b. Preliminary Bar Inspection and Preparation. Individual bars shall be thoroughly inspected after their removal from shipping crates. Bars shall be handled in a manner that prevents distortion or insulation damage. Bar surfaces shall be cleaned and the surface semiconducting treatments re-established where scuffed or otherwise affected by packaging, shipment, or removal from crates. Bar repairs involving

ground insulation damage shall not be made, and no damaged bars shall be used in the winding assembly without the specific approval of the Contractor's installation supervisor and the Government. All necessary buffing, scraping, or filing of the leads shall be performed in an area remote from the stator core. Hacksaws or files shall not be used to cut strands when making connections after bars are installed.

c. Installing RTD's. The RTD’s shall be installed per ANSI C50.10. The leads shall be installed in new conduit and terminated in the generator terminal cabinet.

d. Bar Packing in Slot. The bars shall be installed and wedged tightly in place in a manner which will ensure against damage to the insulation.

(1) Bottoming of Bars. The bars shall be pressed firmly into place with a suitable jack. Each bar shall be checked for seating at each end. A 0.003 inch feeler gauge shall be inserted between the bar leg and the bottom filler, and again between the bottom filler and the slot. At one of these locations the feeler gauge shall not be able to enter the slot more than one inch, and at the other location it shall not be able to enter at all. The clearance between the bar and surge ring, when the bar is tightly seated at the bottom of the slot, shall be no greater than 0.5 inch but large enough to allow at least one piece of resin-saturated dacron felt to be inserted between the bar and surge ring. The Contractor shall maintain a uniform level of the bars during installation in order to maximize the bar-to-bar clearances.

(2) Side Packing. The Contractor shall provide the procedure and checks for side packing the bars. Bar contact resistance shall be measured in accordance with paragraph 3.14.

(3) Front Packing. Bar jacks shall be used to press the bars firmly in place before wedges are installed. Filler strips with a variety of thickness shall be provided to ensure that a proper thickness is available to completely fill the clearances in the slots and to provide for tightly wedged bars. No more than two top filler strips may be combined to provide the proper thickness. Top fillers shall be placed in slots as required on top of the top bar. Spring-type filler material shall be placed between top filler and wedge unless otherwise approved. The initial deflection of the spring-type filler material shall be checked in the three verification locations in every slot and recorded for future use by government maintenance personnel. Filler next to spring material shall have a minimum thickness to protect the bar surface and be at least 9 inches long, and 12 inches long at the ends of the slot. Top fillers may be cemented together; however, fillers shall not be cemented to edge of the bar, as any axial slippage should occur at this plane. No epoxy shall be used in the slot.

(4) Two-Part Wedges. If two-part wedges are used, the wedges and slides shall be assembled using a master slide to select the slide or top filler of correct thickness. The slide shall neither project above the top of the wedge nor touch the wedge below. All wedges shall be installed such that all slides are driven from above. A locking system for restricting the possible vertical movement of the wedges shall be provided, but in no case shall epoxy be used to secure the wedges. All wedges shall be tight upon completion of the wedging.

(5) Air Ducts. Air duct slots on the wedges shall be aligned with the core air ducts.

e. Connections. The connections between bars and circuit rings shall be such that all strands are included in a common connection. All bar ends shall be cleaned prior to brazing. All connections shall be brazed with a suitable copper- or silver-based brazing alloy conforming to the requirements of AWS A5.8. All persons who will perform brazing shall be experienced and shall demonstrate their ability to the satisfaction of the Government. The Government prefers induction brazing. Brazing tongs shall be used in all brazing and unbrazing. During brazing, bar, pole jumper, and circuit ring insulation shall be protected from overheating by use of appropriate heat sinks. Burned insulation or loss of bond between insulation and bar conductors will result in bar rejection. Affected bars shall be replaced at the Contractor's expense. All taps or connections shall be insulated for 15 kV.

f. Bracing. The end portions of the bars and the connections shall be rigidly supported and braced to prevent vibration and distortion under stresses. The completed stator winding shall be capable of withstanding sudden 3-phase short circuits at the machine terminals in accordance with Section 6 of ANSI C50.12.

g. Circuit Ring Installation. The circuit rings and all conductors, connectors, and terminals shall be installed. These connections shall be insulated for 15 kV, except the bolted connections to the main leads, which are inaccessible to personnel, shall be left uninsulated. All bolted connections shall be silver surfaced and shall be made using Belleville spring-type washers, or approved equal, and silicon bronze fasteners. Calculations shall be submitted to demonstrate the adequacy of the loading of the spring-type washers.

h. Slot Numbers. Prior to reinstallation of the rotor, every tenth stator slot shall be numbered with a nontracking, temperature-resistant paint on the right and left core teeth at the upper and lower ends of the slot.

i. Final Inspection. After the winding installation has been completed, the entire stator shall be cleaned and inspected for foreign objects.

j. Finish Treatment. The entire stator winding shall be treated with two coats of an approved insulating varnish or enamel. The finish treatment shall be highly resistant to attack by oil, moisture, Contractor-recommended cleaning solvents, or other materials to which the winding will be exposed during future maintenance and normal operation.

3.14 BAR TESTS DURING WINDING INSTALLATION

The following tests shall be performed on the stator winding during the course of installing the stator winding into the stator:

a. Bar Surface to Slot Wall Contact Resistance. The adequacy of the bar surface grounding to the slot walls shall be checked on all bars after their slot portions have been properly tightened widthwise. Contact resistance measurements shall be taken using an ohmmeter with one lead connected to the core and the other lead connected to an approved electrode placed on the bar's exposed surface in such a manner that it does not contact the core. Measurements shall be made at three locations: at each end of the core and at the center axially. The

acceptable range of contact resistance shall be stated. Values in excess of 5,000 ohms will not be accepted. The Contractor shall correct failures by improving the contact. Final values shall be recorded and submitted as required in paragraph 1.3.

b. Bar High Potential Tests. Such preliminary high potential tests of the bars shall be made as will reasonably assure the Contractor that the bars will not fail the winding high potential tests of paragraph 3.24. The tests and test voltages shall be included in the installation procedure.

3.15 PARTIAL DISCHARGE ANALYSIS SYSTEM INSTALLATION

3.15.1 Coupling Capacitors

The coupling capacitors shall be permanently installed, two in each phase. They shall be placed in pairs of closely matched capacitance in such a way that external noise is eliminated.

3.15.2 Leads

The leads shall be brought out and terminated in the termination panel. The coaxial cable leads for each pair of coupling capacitors shall be carefully adjusted (equalized) so that the total travel time of signals from the line terminal through the cables and coupling capacitor pair is balanced to within one nanosecond. The coaxial cable leads from the coupling capacitors to the termination panel shall be routed along a conductive-grounded metal surface, such as the stator frame, or within rigid galvanized steel conduit. The cable leads shall be securely fastened to the ground plane to prevent movement, due to vibration or windage, which would affect their balanced response characteristic.

3.15.3 Termination

The existing termination panel is located on the outside of the generator barrel. Each connector shall be labeled with the location of the respective coupling capacitor and the associated coupling capacitor of the pair. The coaxial cable leads shall also be labeled to show associated coupling capacitors and connectors.

3.16 PARTIAL DISCHARGE ANALYSIS SYSTEM TESTS

3.16.1 General

The Partial Discharge Analysis (PDA) system shall be tested to determine that all requirements for system characteristics, performance, and ratings, as specified in paragraph 2.12 are met. The Contractor shall furnish test equipment, conduct tests, and provide a test report as specified. The tests shall be performed in accordance with instructions contained in ASTM D1868, except as otherwise specified.

3.16.2 Test Equipment

All test equipment for performing the PDA testing shall be furnished for the test. This shall include the following:

a. Partial Discharge Analyzer

b. High Speed Oscilloscope
Bandwidth: 300 MHz

Sweep Speed: 1 nsec/division

c. Calibration Pulse Generator with trigger output
Rise Time: 10 nsec
Amplitude: 15 V peak

d. Insulation Tester, "Megger" or equivalent.

e. Calibration Capacitor
Top Limit: 160 pF

f. Measuring Impedances, both inductive and resistive types.

3.16.3 PDA Tests

The following tests shall be performed on the PDA System:

a. The coupling capacitors shall be tested for corona inception voltage and corona extinction voltage and shall have corona less than 2 picocoulombs at 15 kV ac rms. They shall also be capable of withstanding the final high-potential tests of paragraph 3.24.

b. The coupling capacitors shall be high-potential tested at 40 kV ac rms for one minute and shall pass this test prior to installation.

c. The coaxial cable leads shall be checked for shorts between the center conductor and braid with the insulation tester. The coaxial cable braid shall also be checked against ground to assure that no unwanted ground connections exist. To do this test, the connection between the termination panel and the station ground bus shall be removed and all braids tested in parallel. No shorts shall exist. To minimize installation work, this test shall be conducted prior to soldering wires to lugs on the BNC terminal panel.

d. Circuit sensitivity shall be measured per ASTM D1868, paragraphs X1.5 and X1.6. The determined circuit sensitivity shall not be used in calculation of the performance test results.

e. The arrangement of the coupling capacitor pairs shall be tested for balance in terms of matched capacitance and signal propagation travel time. The difference in propagation travel times of a pulse injected at the line terminals of a pair of coupling capacitors shall be less than 1 nsec as measured at the termination panel. For this test, the ground connection on the line terminal must be removed from each phase when it is tested, to permit injection of a signal from a pulse generator. This step shall be undertaken on all three phases in succession; the neutral connections can be left grounded. A temporary coaxial cable shall be run from the line terminal to the partial discharge analyzer termination panel to trigger the oscilloscope.

3.16.4 PDA Test Report

Upon completion of all tests, a test report shall be submitted as required in paragraph 1.3. The report shall be in accordance with ASTM D1868, paragraph 15, and include results of all required tests and measurements.

3.17 INITIAL ROTOR TEST

Before cleaning, insulation resistance readings shall be taken between the winding and ground at 500 Vdc.

3.18 ROTOR CLEANING

A shroud shall be placed around the rotor to contain dust. The rotor shall be blown down from the inside with high-pressure air. The rotor shall then be vacuumed where necessary. The inside of the rotor shall be wiped with rags. The poles shall be wiped with rags saturated in a solvent that will not damage the insulating varnish on the field windings. The rotor shall be given a detailed inspection and record all items which are unacceptable for continued operation. Recommendations for repair shall be provided to the GQAR.

3.19 FINAL ROTOR TESTS

3.19.1 Post-Cleaning Insulation Resistance Test

After cleaning, insulation resistance readings shall be taken between the winding and ground at 500 Vdc.

3.19.2 Pole Drop Test

After completion of the cleaning and insulation resistance testing, an ac voltage shall be applied across the slip rings and the voltage appearing across each coil measured and recorded. The proposed test voltage and allowable pole voltage drop variations shall be submitted for approval in accordance with paragraph 1.6.3.

3.19.3 High Potential Tests

The rotor winding shall be given a one-minute high potential test of 2 kVac.

3.20 ROTOR VARNISH

Before the rotor is reinstalled, it shall be given a coat of insulating varnish over the surface of the coils and insulating materials. The minimum and maximum acceptable thickness of the coat shall be submitted for approval.

3.21 INITIAL ACCEPTANCE TESTS

The following tests shall be performed following completion of winding installation:

a. Stator Winding Resistance Measurements. Accurate stator winding resistance measurements shall be made on each phase of the completed stator winding. Within one hour of these measurements, accurate temperature measurements shall be made from each of the stator winding embedded temperature detector readings. The average of the temperature detector readings shall be considered to be the stator ambient temperature at the time of the stator winding resistance measurements and shall be used to calculate the corrected stator winding resistance at 75°C.

b. Insulation Resistance and Polarization Index Tests. Insulation resistance and polarization index tests shall be made on each phase as described in IEEE 43, with the exceptions noted below. In all cases, the phases not under test shall be solidly grounded. Tests shall be

made at or above 2,500 Vdc. Winding insulation resistance at one minute shall be not less than 100 mega-ohms, corrected to 40 °C. If it is greater than 1000 mega-ohms, corrected to 40 °C, the test shall be stopped. If it is less than 1000 mega-ohms, corrected to 40 °C, the testing shall continue for 10 minutes and the polarization index shall be calculated, and it shall be greater than 2.

c. Partial Discharge (Corona Probe) Tests. The intensity of partial discharges associated with the bars in each stator slot shall be measured. The test shall be made using equipment similar to that described in IEEE 56, paragraph 8.1.5.2. The equipment shall be subject to approval. The test shall be performed with at least 100 percent of rated operating line-to-ground voltage applied to all conductors of the stator winding. A soak period shall be observed to allow readings to stabilize. Measurements, in units of picocoulombs of apparent charge, shall be made at three locations axially for each slot. The cause of any abnormally high measurements shall be investigated and correction attempted by improving bar surface treatments and/or bar widthwise tightening. Acceptance criteria shall be specified subject to approval. Final readings shall be recorded and, along with pertinent identifying information for the corona probe instrument, submitted as required by paragraph 1.3.

d. Blackout Test. After completion of the rewind, preliminary winding tests shall be made as will reasonably assure the Contractor that the generator is ready for reassembly. Once these tests have been completed, the blackout test shall be performed. Each phase shall be individually tested at 10 kV ac rms. During the testing, the other two phases shall be solidly grounded. The test shall be performed at night with the powerhouse darkened. No visible corona will be allowed.

3.22 GENERATOR REASSEMBLY

Following approval of the initial acceptance test reports, the Contractor shall reassemble the unit as specified in Section 15991. The GQAR shall be given a minimum of five working days notice prior to reassembly.

3.23 GENERATOR DRY-OUT

Any necessary “dry-out” of the stator winding shall be performed after completion of the installation and reassembly of the generator.

3.24 FINAL ACCEPTANCE TESTS

The following tests shall be performed following completion of generator reassembly:

a. Final Winding High Potential Test. After the final shaft runout readings have been taken, the Government will operate the unit at rated speed, zero excitation for five minutes. After the unit has come to rest, each individual phase of the winding shall be high potential tested with the phases not being tested solidly connected to ground. The test shall be in accordance with ANSI C50.10 and IEEE 115. The test value shall be 28.6 kV ac rms for a period of one minute.

b. Controlled DC Overvoltage Test. A controlled dc overvoltage test shall be performed on each phase of the winding to provide baseline data for future maintenance tests. The test shall be the step or ramp type at 30 kV dc. It shall be performed in accordance with IEEE 95.

c. Embedded Resistance Temperature Detector Tests. Following the all overvoltage testing, the following RTD tests shall be performed:

(1) RTD AC Test. The RTD ground insulation shall be tested at a potential of 1500 Vac rms.

(2) RTD Insulation Resistance. The RTD insulation resistance shall be measured at 500 Vdc. The insulation resistance measurements on each RTD shall be 100 mega-ohms minimum.

(3) RTD Element Resistance. The resistance of each RTD shall be determined by subtracting the lead resistance (between the two common leads) from the total resistance measured (from each common lead to the third lead). The values thus obtained shall be corrected to 25°C, recorded, and included in the test report.

3.25 GENERATOR SPECIAL FIELD TESTS

3.25.1 General

Certificates of calibration for all Contractor-furnished test instruments shall be included in the associated test report.

3.25.2 Verification Tests

The following special tests shall be performed to determine baseline data for further performance monitoring and to verify compliance with guaranteed dc I^2R losses, core losses, stray load losses and temperature limits.

a. Losses Tests. The generator shall be tested to determine the armature dc I^2R losses, core losses, stray load losses and friction and windage losses. Testing shall be in accordance with the requirements of IEEE 115 using the retardation method. The data collected during the stray load loss tests shall be accumulated by an automatic electronic data collection system. The curves derived from this data shall be made by a suitable curve-fitting algorithm; graphically derived curves will not be allowed. An adjacent unit will be available for use in performing the deceleration runs per the retardation method.

b. Temperature Tests. The generator shall be tested to determine the maximum temperature rises of the various parts of the generator when operating continuously at 45,789 kVA, 0.9 power factor, 13.8 kV. The water supply to the surface air coolers shall be regulated so that the temperature of the air leaving the coolers is approximately 40°C. The testing shall be performed per IEEE 115. The preferred method is conventional loading.

c. Ozone Measurement. The Contractor shall measure the ozone concentration in the generator barrel during the temperature test. The Government will routinely measure the ozone level in the generator housing. At the end of the warranty period, the ozone concentration shall be less than 0.1 part per million, as defined in part 1910.1000 of the Williams-Steiger Occupational Safety and Health Act of 1970 (54 FR 2920).

3.25.3 Determination Tests

The Contractor shall perform the following testing to determine the machine parameters. This testing will be performed per IEEE 115.

a. Open-circuit saturation test.

b. Short-circuit saturation test.

c. Zero power factor saturation test.

d. Test for the determination of wave form deviation factor. Oscillograms shall be taken of the wave form of the voltage of each phase of the stator winding when the generator is operating at rated voltage and frequency at no load.

e. Test to determine saturated and unsaturated direct-axis transient reactance's.

f. Tests to determine saturated and unsaturated direct-axis subtransient reactance's.

g. Tests to determine unsaturated quadrature-axis subtransient reactance.

h. Test to determine unsaturated negative sequence reactance.

i. Test to determine zero sequence reactance.

j. Test to determine the telephone influence factors, balanced and residual component.

k. Test to determine direct-axis synchronous reactance.

l. Test to determine quadrature-axis synchronous reactance.

m. Test to determine direct-axis open-circuit transient time constant.

n. Test to determine direct-axis short-circuit transient time constant.

o. Test to determine direct-axis short-circuit subtransient time constant.

******

Generator Rewind – Unit 3
Fort Peck

FIELD TEST REPORT (PARTIAL)

-ALLIS CHALMERS -

UNIT 3
1952

Electrical & Mech Section
Copy.
5/5/52

REPORT OF FIELD TESTS

ON

VERTICAL WATERWHEEL GENERATOR

FOR

DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS

FORT PECK POWER HOUSE

FORT PECK, MONTANA

UNIT NO. 3

SERIAL NO. 152739

38,889 KVA, 13,800 VOLTS, 1627 AMPERES, 90% POWER FACTOR

128.6 RPM - 3 PHASE - 60 CYCLES

4-30-52

ALLIS-CHALMERS MANUFACTURING COMPANY
MILWAUKEE 1, WISCONSIN

APRIL, 1952

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I N T R O D U C T I O N

This report covers tests made by the Allis-Chalmers Manufacturing Company on Generator Unit No. 3, of their manufacture at Fort Peck Power House, Fort Peck, Montana. These tests, together with those previously conducted in December, 1951 immediately following complete erection, were made in fulfillment of the contract specifications.

All tests were made in accordance with the applicable standards of the AIEE Test Code for Synchronous Machines, AIEE No. 503, June, 1945, and the American Standards Association, unless specifically noted.

The tests were made between March 17th and March 27th, 1952. All the tests were witnessed by Maurice Funk, Electrical Inspector, Construction Division, U.S. Engineers' Office, Fort Peck, Montana.

S U M M A R Y O F T E S T S

Stator resistance at 75°C is .0521 Ohms, T-T.

Rotor resistance at 40°C is .253 Ohms.

No load saturation curve is plotted on 0-17840.

Short circuit saturation curve is plotted on 0-17840.

Deviation factor of wave form is less than 1-1/2 percent.

Balanced telephone interference factor is 10.65.

Residual telephone interference factor is 13.3.

Short circuit ratio is 1.39.

Unsaturated direct-axis subtransient reactance (Xd'') is 31.4 percent.

Unsaturated quadrature-axis subtransient reactance (Xq'') is 38.1%.

Unsaturated direct-axis transient reactance (Xd') is 40.5 percent.

The negative-sequence reactance (X2) is 34.7 percent.

The zero-sequence reactance (X0) is 12.2 percent. ? 2 2

The generator meets all guaranteed efficiencies.

Efficiencies are tabulated on the sheet following this summary.

The Heat Runs:	Full Load	Overload
Approximate hours run	9	4
Armature volts	14520	14450
Armature amperes	1540	1820
Field amperes	732	804
Field volts, measured at rings	215	245.5
Maximum temp. rise of iron, °C by therm.	30.8	37.3
Maximum temp. rise of ducts, °C by therm.	27.3	35.3
Maximum temp. rise of coils, °C by det.	50.2	66.3
Temp. rise rotor coils, °C by res.	44.2	58
Average temperature inlet air °C.	39.7	38.7

NOTE: See discussion under "Heat Runs" regarding correction of temperature rise to actual rated conditions.

Water Measurements:

Bearing cooling water	4.0 Gal. per min.
Inlet water temperature	2.0 °C
Outlet Water temperature	28°C

Braking Time:

From half speed to zero speed	2 Min., 45 sec.

Dielectric Test:

Field winding was tested at 5000 volts for one minute when connected to the main exciter armature and interpoles through the leads. Results - O.K.

Megger Test at 23.5°C

Rotor	1600
Stator	1250
Brush rigging, exciter armature & interpoles	9500

Rheostat Travel Time:

20 seconds from "All In" to "All Out" position or vice versa.

List of Tests Conducted Immediately After Erection

1. Alignment of turbine and generator shafts by mechanical rotation of unit.
2. Megger test for insulation resistance.
3. Dielectric test of armature at 28,600 volts.
4. Operation test of pilot exciter field reducing relay.
5. The voltage regulator adjusted to determine sensitivity and speed of response.
6. Overspeed test conducted at approximately 235 rpm for two minutes.

The results of the tests indicate the generator meets the mechanical and electrical specifications and guarantees of the contract in every respect.

The following pages give a detailed report of the tests summarized above.

UNIT NO. 3

Efficiency at 90 Percent Power Factor

Load	25%	50%	75%	100%	115%
Kva	9,722	19,455	29,166	38,889	44,700
Kw	8,750	17,500	26,220	35,000	40,250
Field Amperes	475	543	626	730	799
Friction & Windage	164	164	164	164	164
Core Loss	290	290	290	290	290
Field I^2R at 75°C	64.3	84.0	112	151.8	182
Stator I^2R at 75°C	12.9	51.6	116	206.2	273
Stray Loss	25.0	62.0	115	185.0	260
Total Losses	556.2	651.6	797	997.0	1,169
Total Output	8,750	17,500.0	26,220	35,000	40,250
Total Input	9,306.2	18,151.6	27,017	35,997	41,419
Percent Efficiency	94.02	96.41	97.05	97.23	97.36
Guaranteed Efficiency	93.80	96.40	97.0	97.10	97.10

Efficiency at 100 Percent Power Factor

Kva	9,722	19,455	29,166	38,889	44,700
Kw	9,722	19,455	29,166	38,889	44,700
Field Amperes	422	453	494	548	580
Friction & Windage	164	164	164	164	164
Core Loss	290	290	290	290	290
Field I^2R at 75°C	50.7	58.5	69.5	85.8	96
Stator I^2R at 75°C	12.9	51.6	116.0	206.2	273
Stray Loss	25.0	62.0	115.0	185.0	260
Total Losses	542.6	626.1	754.5	931.0	1,083
Total Input	10,264.6	20,081.1	29,920.5	39,820.0	45,783
Percent Efficiency	94.72	96.88	97.48	97.66	97.63
Guaranteed Efficiency	94.40	96.70	97.30	97.50	97.50

TEST PROCEDURE

1. Measurement of Resistance

The cold stator resistance of the generator was measured with a Kelvin Bridge by taking a reading between each pair of line terminals. The average of these three readings was taken as the terminal-to-terminal stator resistance. At the time these measurements were made the temperature of the stator coils as determined by the temperature detectors was noted. The average of the twelve temperature detectors was taken as the stator copper temperature.

The rotor resistance was measured with the Kelvin Bridge at the slip rings of the rotor. The temperature of the rotor coils was measured by attaching 10 thermometers to the rotor coils well distributed around the machine. The average of the thermometer readings was taken as the temperature of the rotor copper.

The resistance measurements are tabulated in the Summary of Results.

2. Saturation Curve

The saturation curve was obtained by driving the generator at rated speed by its waterwheel with the generator terminals open, and with various values of excitation. At each of several points of excitation, simultaneous readings of excitation amperes and terminal volts were made. This data has been plotted on Sheet O-17840.

3. Short Circuit Curve

The short circuit saturation curve was obtained by short-circuiting the leads to the machine in the switchyard and again varying the excitation

while holding the speed constant at the rated value. At each point of excitation, simultaneous readings of excitation amperes and line amperes were made. This data has also been plotted on Sheet O-17840.

4. Telephone Interference Factor

The telephone interference factor was measured with a standard impedance network. Readings of balanced TIF were taken with the instrument connected across the terminal-to-terminal voltage. This reading includes all the harmonics except the triples. A reading was taken from terminal-to-neutral. This value gives all the harmonics including the triples. The square root of the difference of the squares of the two values is the value of the triple frequency harmonics or the residual component of telephone interference. The telephone interference measurements and calculations are given on the test sheet.

5. Wave Form

An oscillogram of the open circuit was taken with the machine operating at rated speed and rated voltage. The deviation factor for each line-to-line voltage has been determined from this oscillogram according to the method of the AIEE Test Code for Synchronous Machines.

6. Short Circuit Tests

Oscillograms of the short circuit currents were taken from the values of open circuit voltage of 35, 38, 65, 75 and 105 percent. The method for obtaining these oscillograms consisted of operating the generator at rated speed with the value of excitation current applied to give the desired terminal voltage. The machine breaker was then closed in on the short circuit in the switchyard and a record of the line currents made on the oscillograms.

Values of direct axis transient reactance were calculated from the data of the oscillograms. Sample copies of the short circuit oscillograms and oscillographer calibrations are included in this report.

7. Procedure During Efficiency Tests

The pilot exciter of Generator No. 3 was arranged for use as a tachometer generator. The pilot exciter was excited at a constant value from the station battery. Speed was measured by means of a recording voltmeter connected across the pilot exciter and in series with a battery voltage bucking the output voltage of the pilot exciter. Suitable resistance was inserted in series with the recording voltmeter so as to calibrate the full swing of the meter to a value of 20 volts. The output of the pilot exciter was adjusted to 102.8 volts at the rated rpm of the generator. The bucking voltage was adjusted to a value of 92.8 volts. Therefore, at rated speed the stylus of the recording voltmeter stood at the exact center of the chart or at 10 volts. Since the pilot exciter voltage is directly proportional to speed, the voltage output corresponds to 128.6 ÷ 102.8 or 1.25 rpm per volt. The chart speed is one inch in 3.16 seconds. Calibration of this tachometer arrangement was made when the generator was at rated synchronous speed as shown by the synchroscope.

Unit No. 3 was paralleled with Unit No. 2 and was then completely unwatered for the deceleration runs.

A. Windage and Friction

Deceleration runs for windage and friction were made by driving Unit No. 3 by Unit No. 2 slightly above 10 percent over speed. Unit No. 3 was cut loose from Unit No. 2 by opening the breaker connecting

the two units. The field breaker of Unit No. 3 was then opened and the unit allowed to decelerate to about 10 percent underspeed. A continuous curve of speed versus time was recorded by the recording voltmeter. When unit No. 3 had dropped below 10 percent underspeed, Unit No. 2 with its field removed and which had already been decelerated more rapidly with the governor control to the resynchronizing speed was reconnected to Unit 3. Both fields of the machines were again applied and the units pulled into synchronism.

Four deceleration runs for windage and friction were made. One run was made at the start of the deceleration tests; another after the core loss tests and two runs after the stray loss tests. The total friction and windage loss as determined from the deceleration runs includes the windage of the exciters, generator and waterwheel as well as the friction of the bearings.

The curves of $\frac{dN}{dt}$ versus speed of generator are plotted on sheets 0-17844 to 0-17846.

Total friction and windage loss is determined from the following equation as given in the AIEE Test Code for Synchronous Machines AIEE No. 503, June, 1945.

$$KW = 0.4622 \times 10^{-6}\ WR^2\ N\ \frac{dN}{dt}$$

Where: W = Weight of rotating parts in pounds

R = Radius of gyration of rotating parts in feet

N = Speed in rpm at which loss is to be determined

$\frac{dN}{dt}$ = Slope of the speed-time curve at the speed N in rpm per second

KW = Total losses tending to decelerate the machine

The values of WR^2 for the generator, main and pilot exciter was calculated as 31,010,000 lb. ft^2. The waterwheel manufacture calculates a waterwheel WR^2 of 1×10^6 lb. ft^2. Total WR^2 is then 32.01×10^6 lb. ft^2.

The values of total windage and friction as measured in the deceleration runs are summarized as follows:

Run 1	276
Run 2	274
Run 3	276
Run 4	278

The average of the four values, 276 KW was used in calculating the core loss and the stray loss.

Deducting 150 HP or 112 KW for turbine windage and friction given by S. Morgan Smith Company, leaves 164 KW generator and exciter windage and friction. The value of 164 KW friction and windage was used in the calculations of core loss, stray loss and efficiency.

B. Core Loss

The core loss was measured by maintaining constant excitation on the generator during the deceleration period with the terminals open-circuited. The main field of the generator was excited from the main exciter which, in turn, was excited from the power house battery supply. Values of excitation were maintained to give the desired voltage at the rated speed of the generator. The main exciter excitation was varied by means of the motor operated field rheostat to obtain constant output of the main exciter. The total loss is determined from the speed time curve by means of the same equation. The losses thus determined consist of the total friction and windage of the generator and water-

wheel, the I^2R of the main exciter armature, exciter stray loss, the I^2R of the main field and the core loss of the exciter and generator. The core loss of the generator is determined by subtracting all the other losses from the total loss. The variation of the core loss with generator voltage is plotted on curve O-17840.

The core loss used in the efficiency calculations is taken from the normal voltage intercept of this loss curve.

C. Short Circuit Loss

The short circuit loss was measured in the same manner as the core loss except that during the deceleration period the generator leads were short circuited. The excitation was maintained constant during the deceleration period. Readings of stator amperes, field amperes and stator coil temperatures were taken during each run. The total loss is determined in the same manner as for the core loss test. The short circuit loss is then found by subtracting the total windage and friction, main exciter armature I^2R, exciter stray loss, exciter core loss, and the main field I^2R from the total loss.

The short circuit loss thus determined consists of the I^2R loss in the stator copper and the stray loss. The stray loss is then segregated by subtracting the stator I^2R loss from the short circuit loss.

The stator I^2R loss is calculated from the test values of stator current in conjunction with the test value of stator resistance corrected to the temperature of the stator copper during the deceleration test.

The variation of stray load loss with stator current is plotted on Curve 0-17840 as well as the stator I^2R corrected to 75°C. The stray loss used in the efficiency calculations is taken from the normal current intercept of this loss curve.

8. Field Losses

The field I^2R losses used in the computation of efficiencies are found from the field amperes for each load and the test value of the field resistance corrected to 75°C. The field amperes for each load were calculated by the latest accepted method as described in the AIEE Test Code for Synchronous Machines (AIEE No. 503, June, 1945), using the saturation and short circuit curves given on Sheet 0-17840 and using the calculated value of Potier reactance of 19.6 percent.

9. Heat Runs

The machine was put on the line in parallel with Units Nos. 1 and 2 and adjusted as close to rated KVA as possible.

Currents and voltages were measured with calibrated test instruments. Armature current and voltage was measured with the meters in the circuits of the power house instrument transformers. Field voltage was measured across the collector rings with a pair of special copper brushes, and field current with a calibrated 50 M.V. shunt in series with the permanently installed shunt. Armature iron and duct temperatures were measured with mercury thermometers attached by means of glue and felt pads. Thermometers were placed in the inlet and outlet air streams in such a manner as to obtain average temperatures. Temperature detector readings were taken with a temperature bridge which was continually checked by means of standard resistances. All Power House connections were removed to prevent error in these readings.

The temperature rises tabulated under "Summary of Tests" are the differences between the maximum final temperature and average inlet air temperature. The inlet air temperature was maintained as close as possible to 40°C in accordance with the contract. The final temperature of the field was calculated from its hot resistance measured by the voltmeter ammeter method and a measured resistance of .2291 Ohms at 14.4°C by Kelvin Bridge when cold. See calculations on the Heat Run Test sheet, and the final field temperature curve on 0-17840.

Temperature rise of the stator coils during the full Kva heat run was 50.2°C. This was slightly higher than rated voltage and slightly lower than rated current. Correcting down 2°C for voltage and up 3°C for current gives a final rise of 51.2°C under rated conditions. The overload heat run corrected similarly to 115 percent Kva would result in 66°C rise on the stator coils. Guaranteed temperature rise is 60°C at full load and 80°C at 115 percent load.

10. Reactance Measurements

The values of saturated and unsaturated direct axis transient and subtransient reactances were calculated from the oscillograms taken during the short circuit tests on the generator. Calculations were made in accordance with the AIEE Test Code for Synchronous Machines. These values of reactances are plotted on Sheet 0-17847.

The values of quadrature axis subtransient reactance and negative sequence reactance were determined by the Dalton and Cameron method as given in Electrical Engineering, February, 1952, Volume 71, page 167. Calculations of these reactances are included in the "Sample Calculations".

Zero sequence reactance was determined according to the method of paragraph 1.894 of the AIEE Test Code for Synchronous Machines. Test measurements and reactance calculations are given on the Zero Sequence Test sheet.

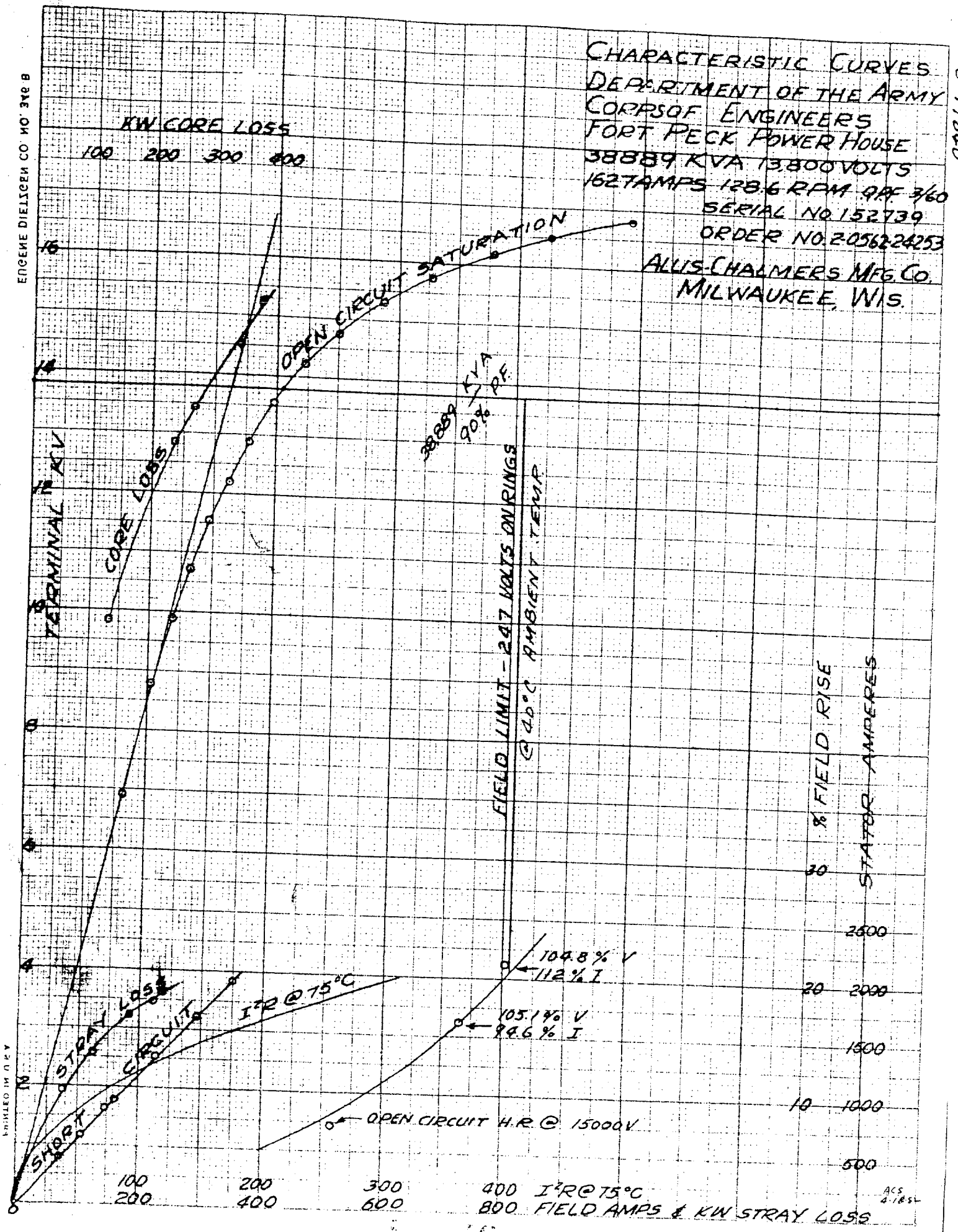
11. Water Measurements

An orifice plate, together with a manometer, was installed in the six-inch water inlet line leading to the air coolers and the bearing coolers for the purpose of measuring the total water quantity. A permanently installed water meter was used to measure the bearing water only. Thermometers attached to the outside of the pipes by means of glue and pads were used to measure water inlet and outlet temperatures. The thermometer bulbs were thoroughly insulated to prevent external circulating air from affecting the readings.

It was necessary to throttle the water leading to the cooler to obtain 40°C ambient air into the machine during the heat runs. The throttling required was very severe, the pointer on the valve indicating a valve opening of approximately one-eighth; this resulted in small readings on the manometer far beyond the accuracy of the test set up. This measurement is therefore inconclusive.

The bearing water measurements are as follows:

Gallons per Minute	=	4.0
Inlet Water Temperature	=	2.0°C
Outlet Water Temperature	=	28°C


CHARACTERISTIC CURVES
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
FORT PECK POWER HOUSE
38889 KVA 13,800 VOLTS
1627 AMPS 128.6 RPM 0.8 PF 3/60
SERIAL NO 152739
ORDER NO 2-056224253
ALLIS-CHALMERS MFG. CO.
MILWAUKEE, WIS.
KW CORE LOSS
100 200 300 400
OPEN CIRCUIT SATURATION
38889 KVA
90% PF
CORE LOSS
TERMINAL KV
FIELD LIMIT - 247 VOLTS ON RINGS
@ 40°C AMBIENT TEMP
% FIELD RISE
STATOR AMPERES
104.8% V
112% I
105.1% V
99.6% I
STRAY LOSS
CIRCUIT
I²R @ 75°C
SHORT
OPEN CIRCUIT H.R. @ 15000V
100 200
200 400
300 600
400 800
I²R @ 75°C
FIELD AMPS & KW STRAY LOSS
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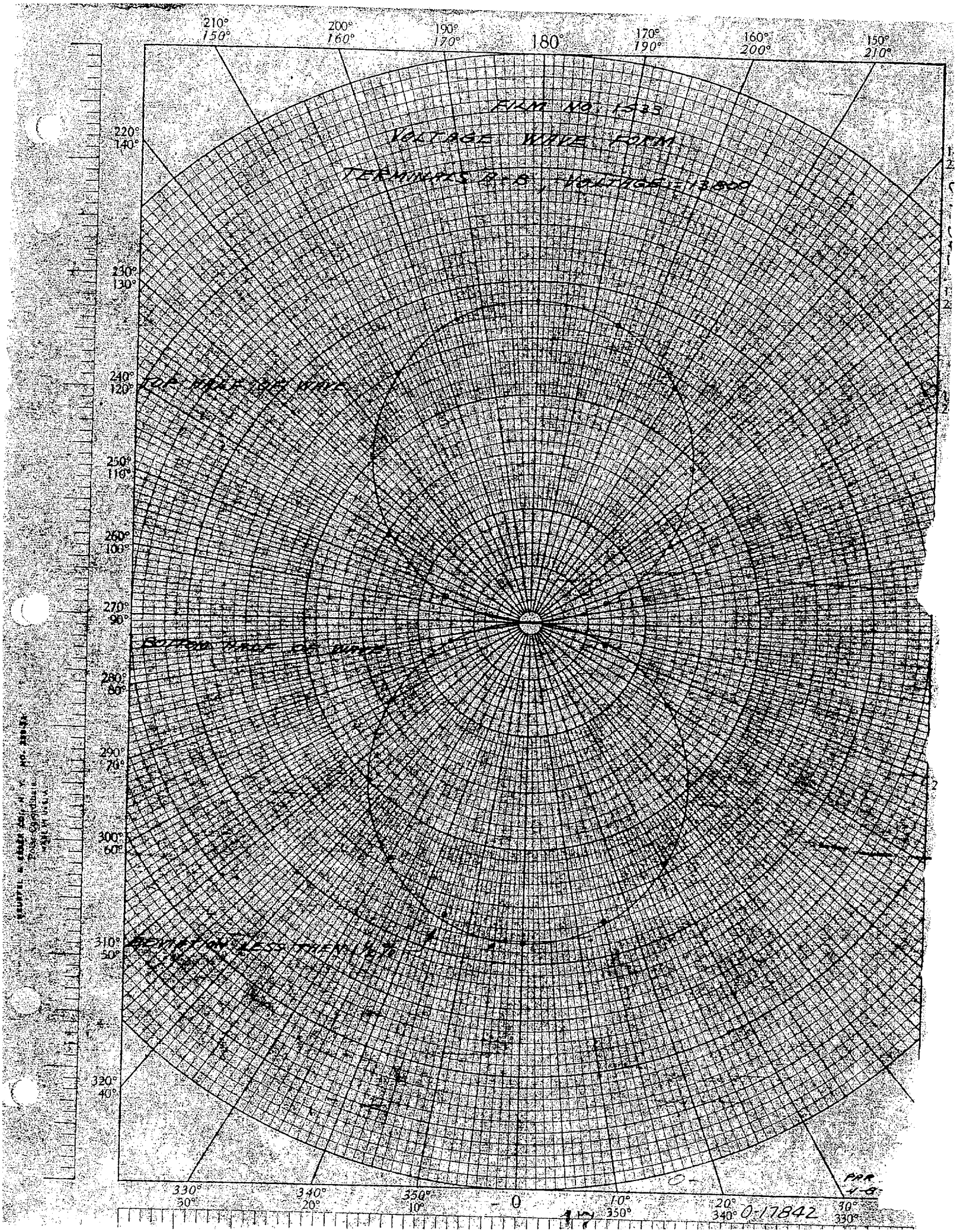
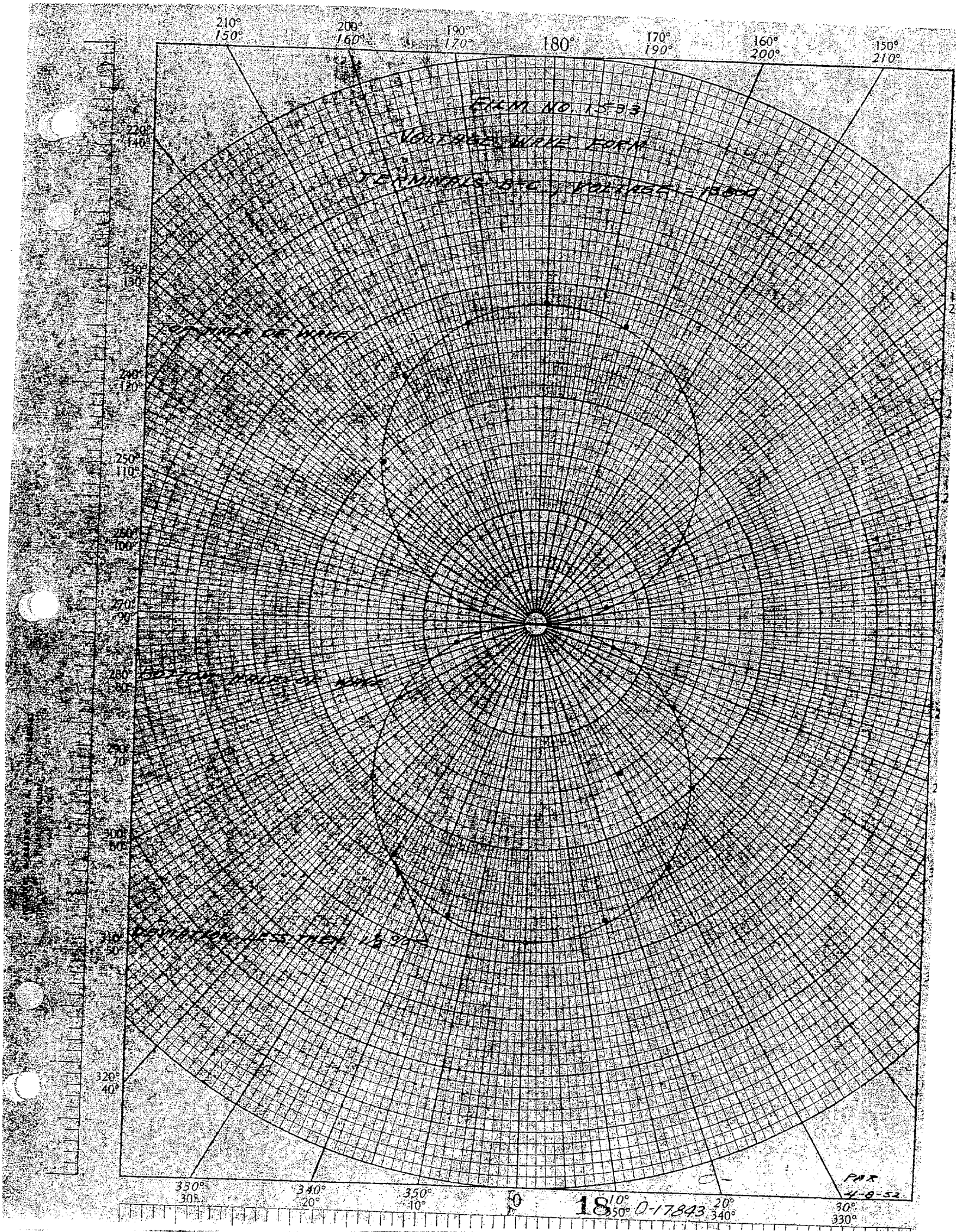

FILM NO. 1535
VOLTAGE WAVE FORM
TERMINALS R-O, VOLTAGE = 13800
FOR HALF WAVE
BOTTOM HALF OF WAVE
BOTTOM LESS THAN 1%
210° 150°
200° 160°
190° 170°
180°
170° 190°
160° 200°
150° 210°
220° 140°
230° 130°
240° 120°
250° 110°
260° 100°
270° 90°
280° 80°
290° 70°
300° 60°
310° 50°
320° 40°
330° 30°
340° 20°
350° 10°
0
10° 350°
20° 340°
30° 330°
PRR 4-9
0-17842


210° 150°
200° 160°
190° 170°
180°
170° 190°
160° 200°
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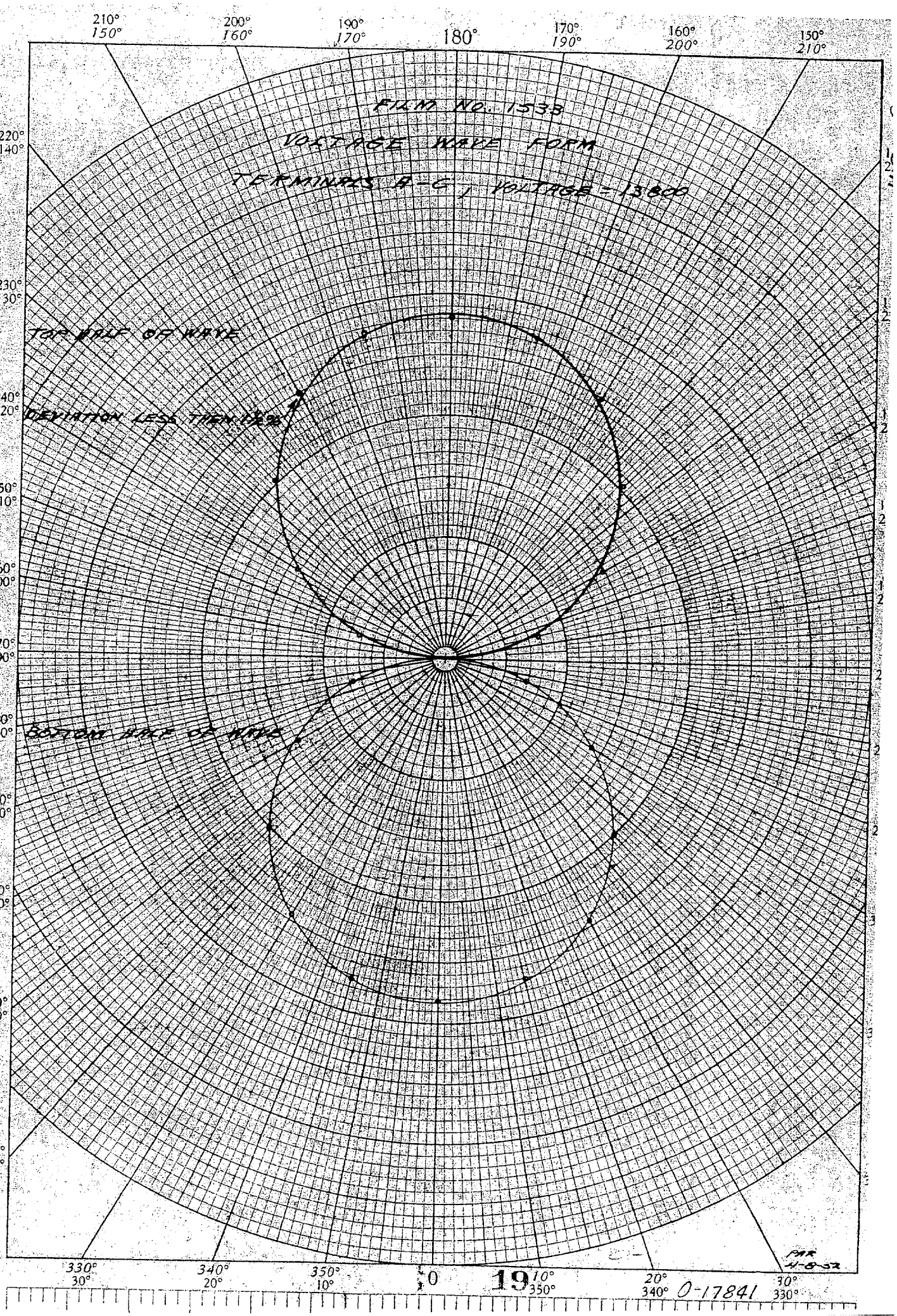
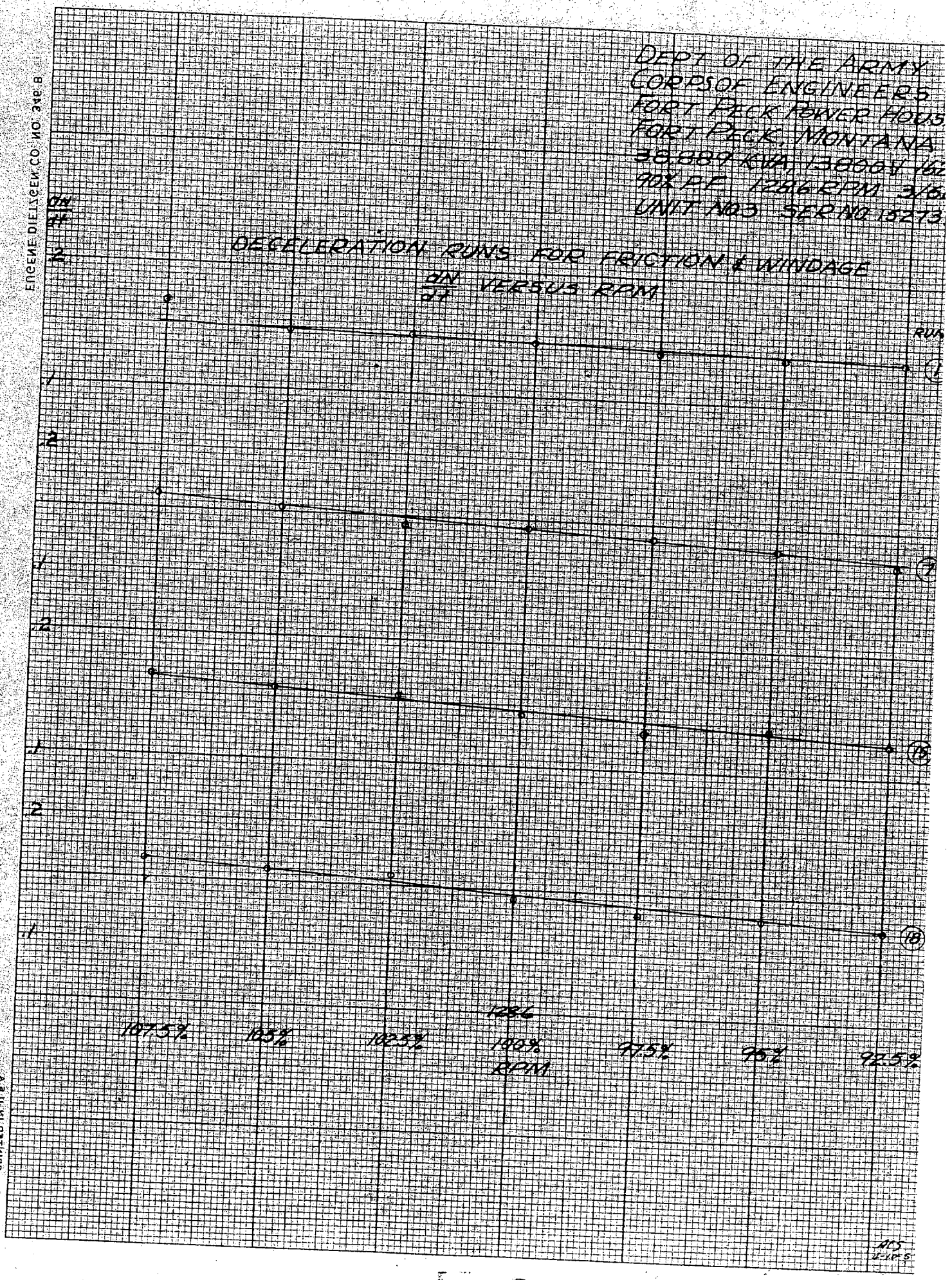
250° 110°
260° 100°
270° 90°
280° 80°
290° 70°
300° 60°
310° 50°
320° 40°
330° 30°
340° 20°
350° 10°
10° 350°
20° 340°
30° 330°
FAM NO. 1593
VOLTAGE WAVE FORM
TERMINALS OF VOLTMETER = 1500
EFFECT OF WIRE
DEFLECTION OF WIRE
DEFLECTION WESTWARD 1500
PAR
4-8-52
0-17843


FILM NO. 1533
VOLTAGE WAVE FORM
TERMINALS A-G, VOLTAGE = 13800
TOP HALF OF WAVE
DEVIATION LESS THEN 1.2%
BOTTOM HALF OF WAVE
210° 150°
200° 160°
190° 170°
180°
170° 190°
160° 200°
150° 210°
220° 140°
230° 130°
240° 120°
250° 110°
260° 100°
270° 90°
280° 80°
290° 70°
300° 60°
310° 50°
320° 40°
330° 30°
340° 20°
350° 10°
0
10° 350°
20° 340°
30° 330°
KEUFFEL & ESSER CO., N. Y. NO. 359-33
Polar Co-ordinate
MADE IN U.S.A.
PAE 11-8-52
19
0-17841

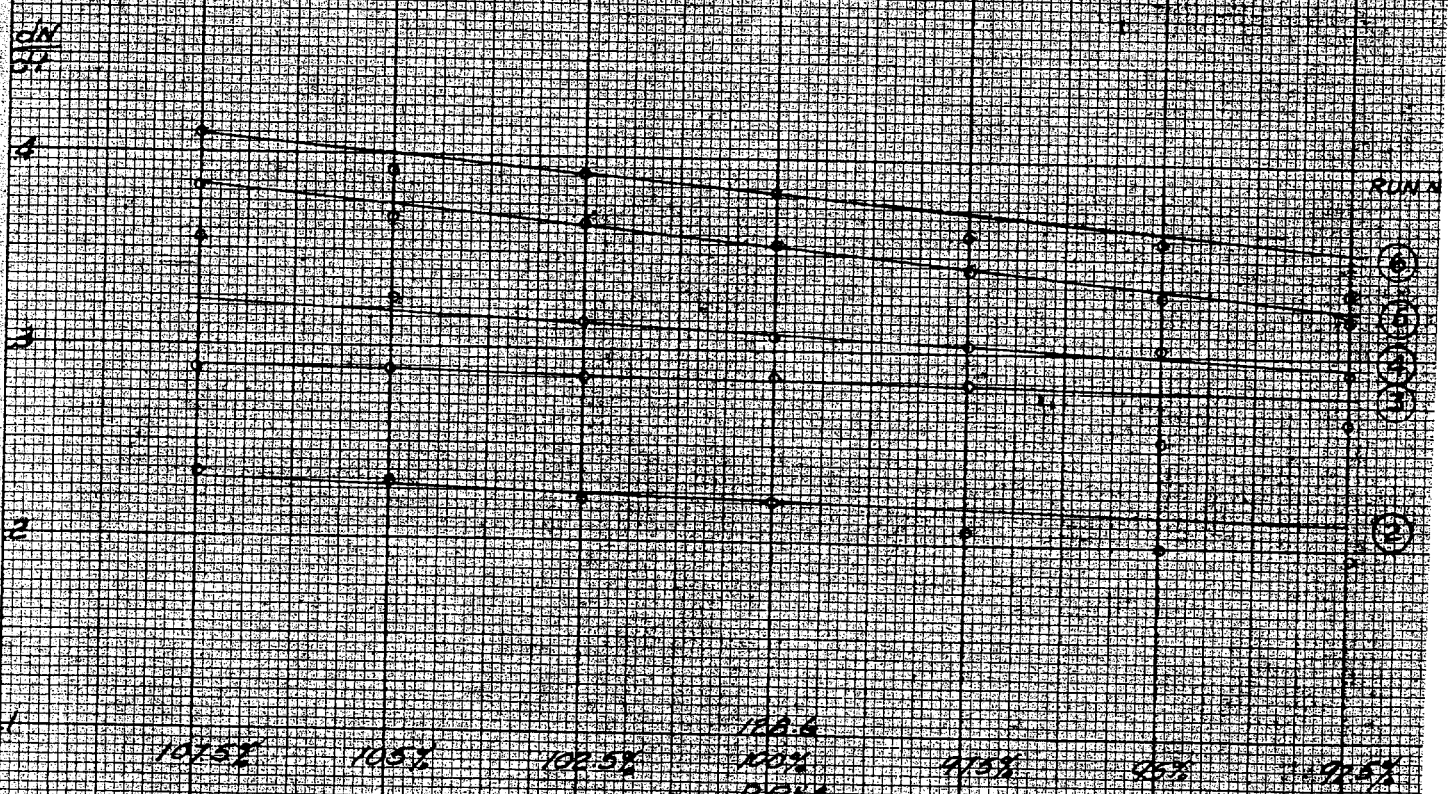

DEPT OF THE ARMY
CORPS OF ENGINEERS
FORT PECK POWER HOUS
FORT PECK, MONTANA
38,889 KVA, 13800V
90% P.F. 1296 RPM
UNIT NO 3 SER NO 15273
DECELERATION RUNS FOR FRICTION & WINDAGE
dN/dt VERSUS RPM
dN/dt
RUN
107.5%
105%
102.5%
100%
RPM
97.5%
95%
92.5%
1296

0-17844

DEPT OF THE ARMY
CORPS OF ENGINEERS
FORT PECK POWER HOUSE
FORT PECK, MONTANA
38,889 KVA 13,800V 1687A
90% P.F. 128.6 RPM 3/60
UNIT NO 3 SER NO 152739

DECELERATION RUNS FOR CORE LOSS

$\frac{dN}{dt}$ VERSUS RPM



RUN	TERMINAL VOLTS	FIELD AMPS
2	9820	230
3	12,830	344
4	13,420	396
5	14,500	478
6	15,280	530

ENGENE DIETZGEN CO. NO. 340 B
A.S.M.E. STANDARD

D-17041

Generator Rewind – Unit 3
Fort Peck

FIELD TEST REPORT (PARTIAL)

-NATIONAL ELECTRIC COIL-

UNIT 1 – Sister Unit to Unit 3
1980

NATIONAL ELECTRIC COIL DIVISION

McGraw-Edison Company

REPORT OF FIELD TESTS

FORT PECK POWER HOUSE NO. 1

FORT PECK, MONTANA

Army Engineering District, Omaha

Corps of Engineers

ALLIS-CHALMERS VERTICAL HYDRO-ALTERNATOR

UNIT No. 1

ORIGINAL RATING 38,889 KVA, 13.8 KV, .90 P.F. 3 PHASE

60 Hertz 128.6 RPM

REDESIGN RATING

45,789 KVA, 13.8 KV .95 P.F. 3 Phase

60 Hertz 128.6 RPM

Contract DACW 45-78-C-0017

Our S.O. D-0205

Rev. 9/19/80

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Rev. 12/8/80

INTRODUCTION

This power house has three hydraulic turbine driven alternators; Units 1 and 3 have an original nameplate of:

ALLIS-CHALMERS
38,889 KVA
.90 Power Factor
13.8 KV 3 Phase
128.6 RPM
60°C Rise

Unit 2 has the following nameplate:

ALLIS-CHALMERS
16,667 KVA
.90 Power Factor
3 Phase 13.8 KV
163.6 RPM
60°C Rise

The scope of the contract included a new uprated stator winding on each of the three generators; replacement of wearing rings on turbine #3; modification of turbine runners on all units.

The new ratings are required by contract to be:

UNITS 1 AND 3	UNIT 2
43,500 KW	18,250 KW
45,789 KVA	19,211 KVA
.95 Power Factor	.95 Power Factor
60 Hertz	60 Hertz
13.8 KV	13.8 KV
3 Phase	3 Phase
128.6 RPM	163.6 RPM

This report describes the tests made on the completed machines to determine whether the warranties have been fulfilled

SUMMARY OF RESULTS

1. Armature resistance line to line corrected to 75°C .02988 ohms

2. Rotating Field Resistance, corrected to 75°C .2896 ohms

3. Tested losses at 45,789 KVA, .95 power factor at 13.8 KV:

(From Curve #1)	Core Loss	263 KW
(From Curve #1)	Stray Loss	219 KW
$1915.^2 \times .01494 \times 3$	Armature I^2r	164.3KW
$660^2 \times .2896$	Field I^2r	126.1KW
Total of stray loss and DC I^2r		383.3KW
Warranted stray plus DC I^2 @ 75°C*		430 KW

4. Temperature rise at rated conditions:

(From Curve #2)	Stator Rise by RTD	61.3°C
(From Curve #2)	Field rise by resistance	41.5°C

5. Armature capability at 60°C (curve #2) 45.16 MVA

6. Waveform deviation 4.9%

7. Balance Telephone interference factor 3.56
   Residual Telephone interference factor 4.78

8. Zero power factor test

Field Amps	800 Amps
Armature Amps	1380 Amps
Armature *Volts*	14.45 KV

*Bid Warranty @ 40°C = 410 KW

Rev. 12/8/80

TEST REQUIREMENTS BY CONTRACT

1-8.1.5 After the generator and auxiliary equipment has been reassembled by the Government and ready for operation, it shall be tested, by and at the expense of the Contractor, to determine whether or not the Contractor's warranties and the requirements of this solicitation have been fulfilled. The tests shall be made in accordance with the applicable standards of the Institute of Electrical and Electronics Engineers, Inc. The generator shall be subjected to the following tests:

1-8.1.5.1. Deviation factor of waveform. Oscillograms shall be taken of the waveform of the voltage of each phase of the armature winding when the generator is operating at rated voltage and open circuit.

1-8.1.5.2. Test to determine the telephone influence factors, balanced and residual component.

1-8.1.5.3. The resistances of the field winding shall be determined.

1-8.1.5.4. Open-circuit saturation test.

1-8.1.5.5. Short-circuit saturation test.

1-8.1.5.7. Loss Test. This test shall include the determination of the friction and windage losses. I^2R losses in the armature winding and stray-load losses with the generator coupled to the turbine. The tests shall include measurements for determining a loss curve extending from 13,000 to 52,658, KVA for Generator 1 or 3 and from 8,000 to 22,092 KVA for Generator 2. The generator friction and windage loss is assumed to be 50.5% of the generator plus turbine friction and windage loss.

1-8.1.5.8. Heat runs to determine the temperature rise of the various parts of the generator when operating continuously at rated KVA, rated power factor, 60 HZ, and rated volts; and at highest KVA loading possible (not to exceed 115 percent rated KVA) with existing reservoir conditions at rated voltage and power factor. The temperature rise of the armature winding shall be determined by the embedded detector method, and the temperature rise of the field shall be determined by the resistance method. The average temperature indicated by the highest reading temperature detector during the period of constant temperature shall be used to determine the temperature rise of the armature winding.

Test Requirements by Contract Cont'd

1-8.1.5.8. Cont'd

The average temperature of the mixed air entering the bottom of the generator during the period of constant temperature shall be used as the ambient temperature upon which to base determination of the temperature rise of the armature and field winding. Sufficient thermometers, thermocouples, or resistance temperature detectors shall be placed in the supply air passages from the lower plenum chamber to obtain accurate temperature information. The following procedure shall be used for locating the temperature devices in the air passages in order to obtain accurate average temperature:

Not less than 20 temperature devices shall be installed in each of the two air passages. The devices shall be spaced at approximately equal intervals. With the generator operating under approximately rated load and with the cooling water supply adjusted as it will be used during the heat run test, temperature readings of all temperature devices shall be observed and recorded and the readings shall be averaged. The average temperature so determined shall then be used to locate at least four temperature devices in each air passage in positions which will represent average temperature. The average of all temperature devices will then represent the ambient air temperature for the generator during the period of constant temperature. The average reading of all temperature devices during the period of constant temperature will be used as the ambient temperature upon which to base the temperature rise of the various machine parts. The generator coolers shall be adjusted such that the mixed air entering the generator during the heat runs is approximately 40°C.

Cooler cooling water flows and entering and leaving temperatures shall be recorded for each heat run.

DISCUSSION OF TESTS

GENERATOR VOLTAGE Three potential transformers were connected Y-Y to the station busses in the switching cubicle. Leads were brought from these transformers, at low voltage to the test meter site.

ARMATURE AMPS Three split-core current transformers were applied to the neutral ends of the three generator phases. Leads from these transformers, which were in the lower air plenum, were brought to the test meter site. A knife blade switch was connected in parallel with each circuit as a safety precaution so that the transformers could be shorted when not in use.

RTD TEMPERATURE Eleven of the twelve machine RTD's were disconnected from the generator panel and temporarily connected to a multi-point switch, and thus to a special RTD bridge. The switch and bridge were located in the upper plenum, and thus in an area of high ambient temperature. This caused some operator inconvenience at the high machine loadings. It was necessary to limit the upper plenum temperature to prevent operation of overtemperature safety devices located in this plenum.

The remaining RTD was left connected to the control room indicator so that the operator could monitor the machine temperature.

AIR TEMPERATURE A grid of forty type T thermocouples was installed temporarily to the under side of the air cooler between the upper and lower plenum chamber. The remaining louvers were blocked to prevent the inlet or exhaust of air. The thermocouple leads were attached to a multipoint selector system and thence to a digital thermometer. The switch and thermometer were thus located in the relatively cool lower plenum. Readings were taken during the test without putting a "clearance" on the CO_2 system, as it was felt that, in the event of emergency, personnel could easily leave the danger area.

FIELD CURRENT A digital millivoltmeter was attached to the control room field current meter. The shunt in the field circuit supplies 100 mv at 1000 amp.

FIELD VOLTAGE Leads were attached to the generator field terminals and brought to the test meter site. There, a digital voltmeter was used to read the field voltage.

FIELD TEMPERATURE During the heat runs, field temperature was calculated from the current and voltage at the brushes by the method of Appendix VII.

Discussion of Tests Cont'd

TEMPORARY EXCITER During the retardation tests, each of the units was disconnected from its own static exciter control and reconnected to a variable voltage source. One of these was a motor generator set temporarily installed on the "turbine floor". Field control of this unit was brought from the test meter site. The other was a variable voltage transformer and rectifier set located at the test meter site and supplying power to the unit exciter through a set of leads extending to the "turbine floor". Thus, the test engineer had constant control of the exitation level of both machines. A trial run was made to establish the relation between the voltage of the temporary excitation system and the level of field current resulting from that voltage. Care was taken to avoid dangerous overvoltages, since the normal system relaying was disabled.

FIELD RESISTANCE The brushes on the generator slip rings were lifted and measurements made of the field circuit resistance at the slip rings, using a Kelvin Double Bridge. Since the unit had been at rest at least 24 hours, the stator temperature as indicated by the stator RTD's was taken to be the same as the rotor temperature. The measured value of .2445 ohms at 27°C was converted to the 75°C equivalent of .2896 ohms for use in the subsequent calculations.

STATOR RESISTANCE The resistance of the stator winding was made by opening a panel on the Isophase bus immediately outside the generator. The winding was at 27.8°C as determined by RTD indications when the line to line readings of .02460, 02516 and .02530 ohms were obtained. A Kelvin Double Bridge S/N 12727A with .1% of full scale accuracy was used to make these measurements.

To determine the resistance to the shorting circuit, the intervening breaker was closed. Resistance measurements were repeated and found to be .001469, .001676 and .001700 ohms. The stator winding resistance was allowed for in approximating the bus and short circuit resistance values. The average of thse amounting to .00970 Ω per phase used to allow for the losses of this circuit. The stator winding was assumed to have a resistance of .02533 Ω during the evaluation of the stray load losses.

BUS RESISTANCE A bolted short circuit was made at such a point in the station network that it could be connected to the machine under test during certain phases of the retardation tests. The resistance of the bus work leading to this short circuit was measured by closing the intervening breakers and measuring between the apparent resistance of Unit #1. A second measurement with the breakers open, gave number for calculating the resistance of the short circuit path. The portion of this resistance applicable to Unit #2 test was estimated to be .000863 ohms per phase. The losses in this resistance are only 2.4 KW at the heaviest loading, so need not be known to a high degree of accuracy.

Discussions of Tests Cont'd

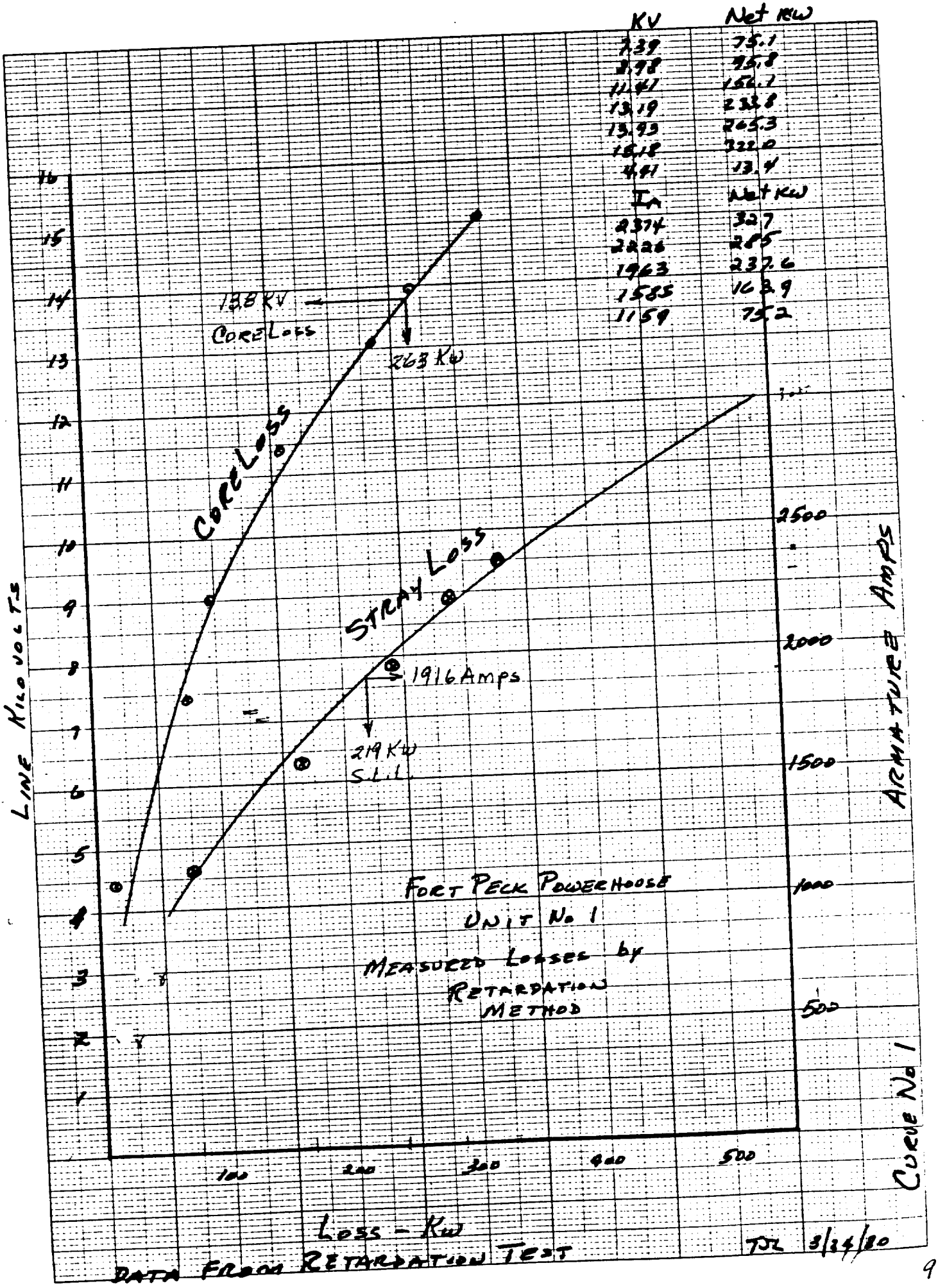
RPM MEASUREMENT A band of light colored matte finish tape was wrapped around the generator shaft. 8 contrasting stripes were carefully placed at equal intervals. A bright DC light source was used to illuminate the tapes and to generate a photoelectric signal. This was transmitted to the test meter site in the control room. There, the interval between pulses was determined to an accuracy of one microsecond. At synchronous speed the time between pulses was 58.333 microseconds. Thus the inherent accuracy is 1/58,333. The ability to accurately place the strips is the limiting factor in this measurement. It was found that the pulse space intervals varied in the third significant figure, yielding a speed determination accurate to better than 1%. RPM is obtained by dividing the interval into a constant, in this case 7500.

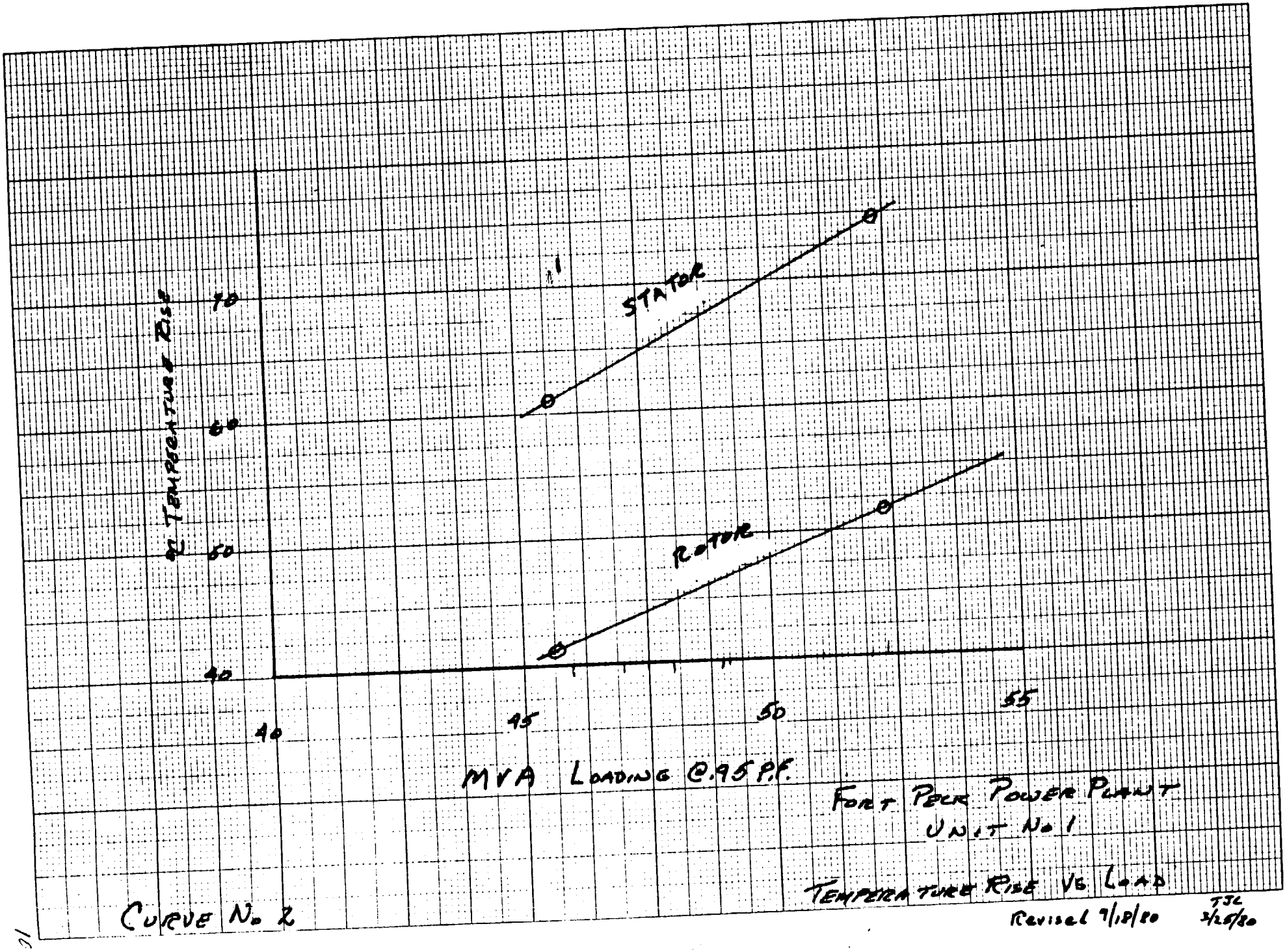
The series of data points (up to 12) for each run was fitted to a second order curve using least squares curve fitting techniques. The data points were compared with the corresponding points of the fitted curve, and where the data point deviated by more than .5 RPM, the point was deleted from the data and the curve recomputed. This procedure is felt to make best use of all data acquired during each retardation run. The polynomial of the fitted curve was used to compute the slope of the curve at the passing of synchronous speed. The relative time at which synchronous speed was reached was obtained by inverse interpolation, then was used to calculate the values of the various variables, such as line volts, field amps and armature amps at the synchronous speed instant.

WAVEFORM DEVIATION Recordings were made of the open circuit waveform using a high speed recording oscillograph. The wave has been analyzed by taking 34 values of the ordinate at equal time intervals and calculating the fundamental and third harmonic components. A calculated composite wave was subtracted from theseries of ordinates to find the largest deviation. A phase change was made in the calculations until the maximum deviation was a minimum. A minimum was found at about 9° shift. This is the value reported as the waveform deviation. See IEE 115 (March, 1965) Section 2.40.15.

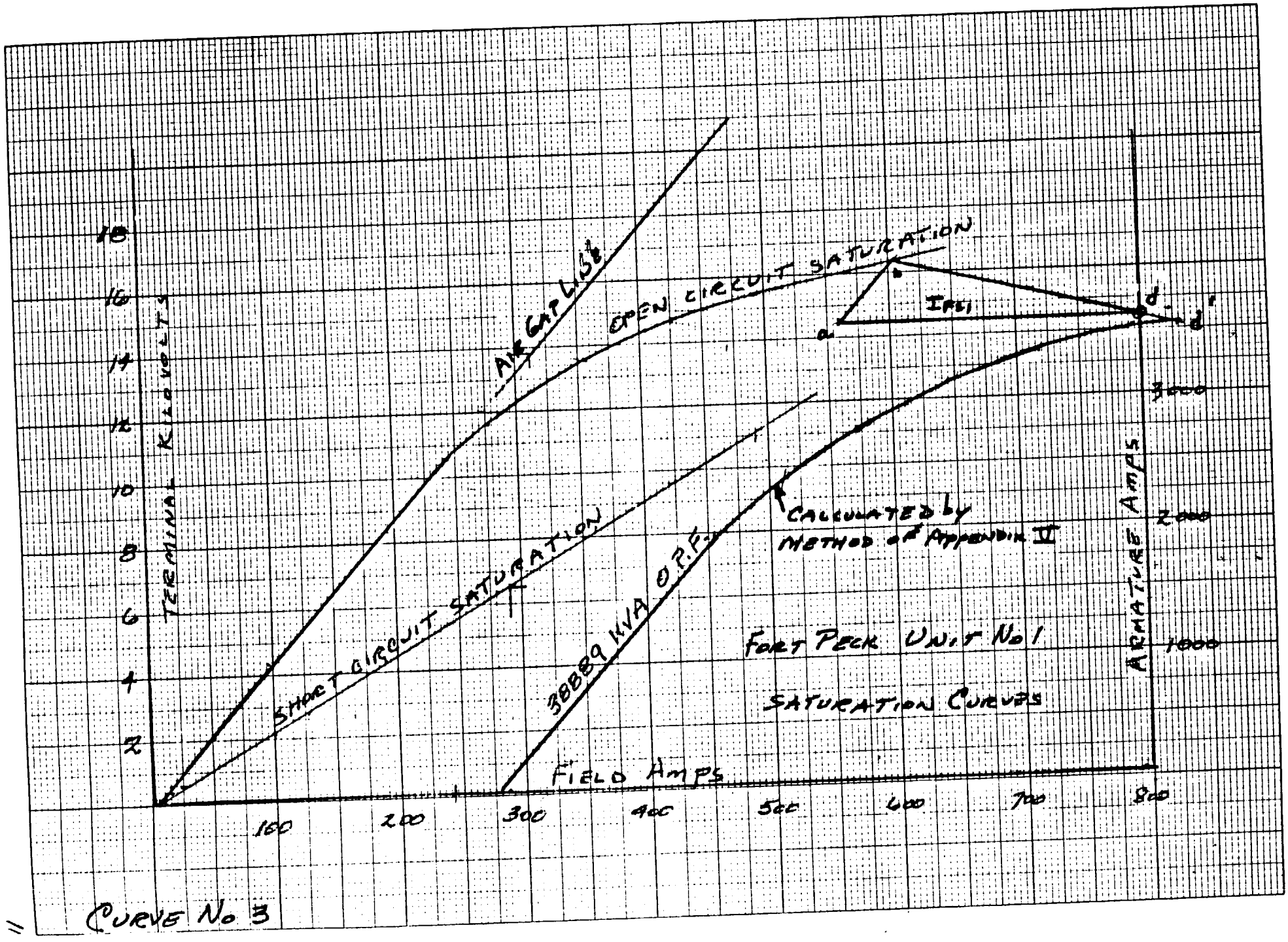
TELEPHONE INTERFERENCE FACTOR (TIF)

A resistive voltage divider reduced the open circuit line to neutral voltage to just under 30 volts. This signal was applied to a harmonic analyzer that was tuned to each of the wave components. The component voltages were recorded and then used to calculate the weighted telephone interference factor by the method of IEEE 115 (March, 1965). The balanced TIF was calculated using the method of paragraph 2.35.30. The residual-compnent TIF was calculated by the method of paragraph 2.35.50. Weighting factors used were those of ANSI C50.13, "1960 Single frequency weighting factors".


KV
Net KW
7.39
75.1
9.98
95.8
11.41
156.1
13.19
233.8
13.93
265.3
15.18
322.0
4.41
13.4
Ia
Net KW
2374
327
2226
285
1963
237.6
1585
163.9
1159
75.2
13.8 KV
Core Loss
263 KW
Core Loss
Stray Loss
1916 Amps
219 KW
S.L.L.
Fort Peck Powerhouse
Unit No 1
Measured Losses by
Retardation
Method
Line Kilovolts
Armature Amps
Loss - Kw
Data from Retardation Test
Curve No 1
TJL 3/24/80


°C Temperature Rise
70
60
50
40
40
45
50
55
MVA Loading @.95 P.F.
STATOR
ROTOR
Fort Peck Power Plant
Unit No 1
Temperature Rise Vs Load
Revised 7/18/80
TJC
3/25/80

Curve No 2

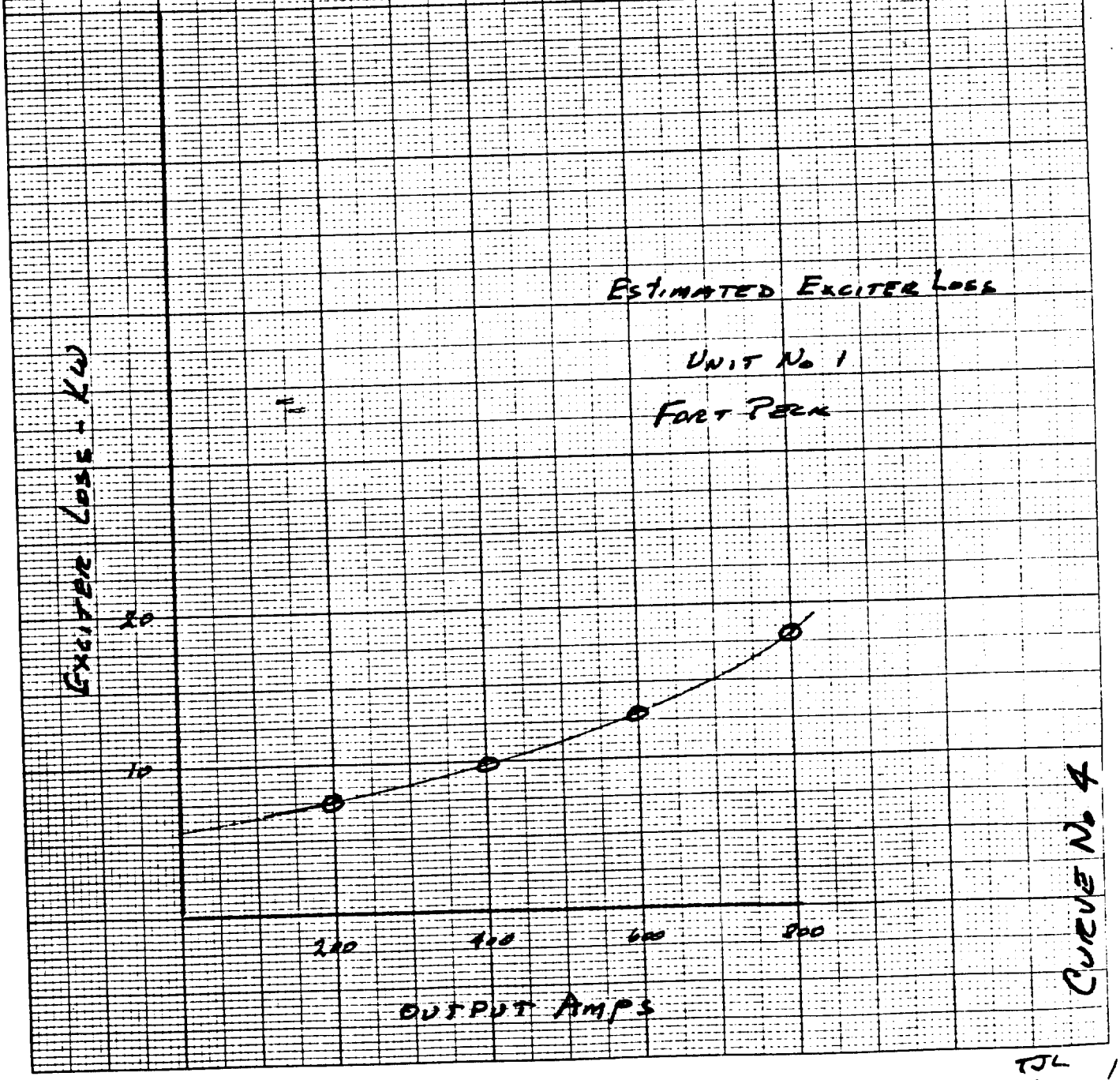

TERMINAL KILOVOLTS
2
4
6
8
10
12
14
16
18
FIELD AMPS
100
200
300
400
500
600
700
800
ARMATURE AMPS
1000
2000
3000
AIR GAP LINE
OPEN CIRCUIT SATURATION
SHORT CIRCUIT SATURATION
38889 KVA O.P.F.
CALCULATED by METHOD of APPENDIX II
a
b
d
d'
d''
IFEI
FORT PECK UNIT No 1
SATURATION CURVES

CURVE No 3

Estimated Losses of Exciter

Load	Loss KW	Amps
25 %	7.5	200
50 %	10.0	400
75 %	13.0	600
100 %	18.0	800

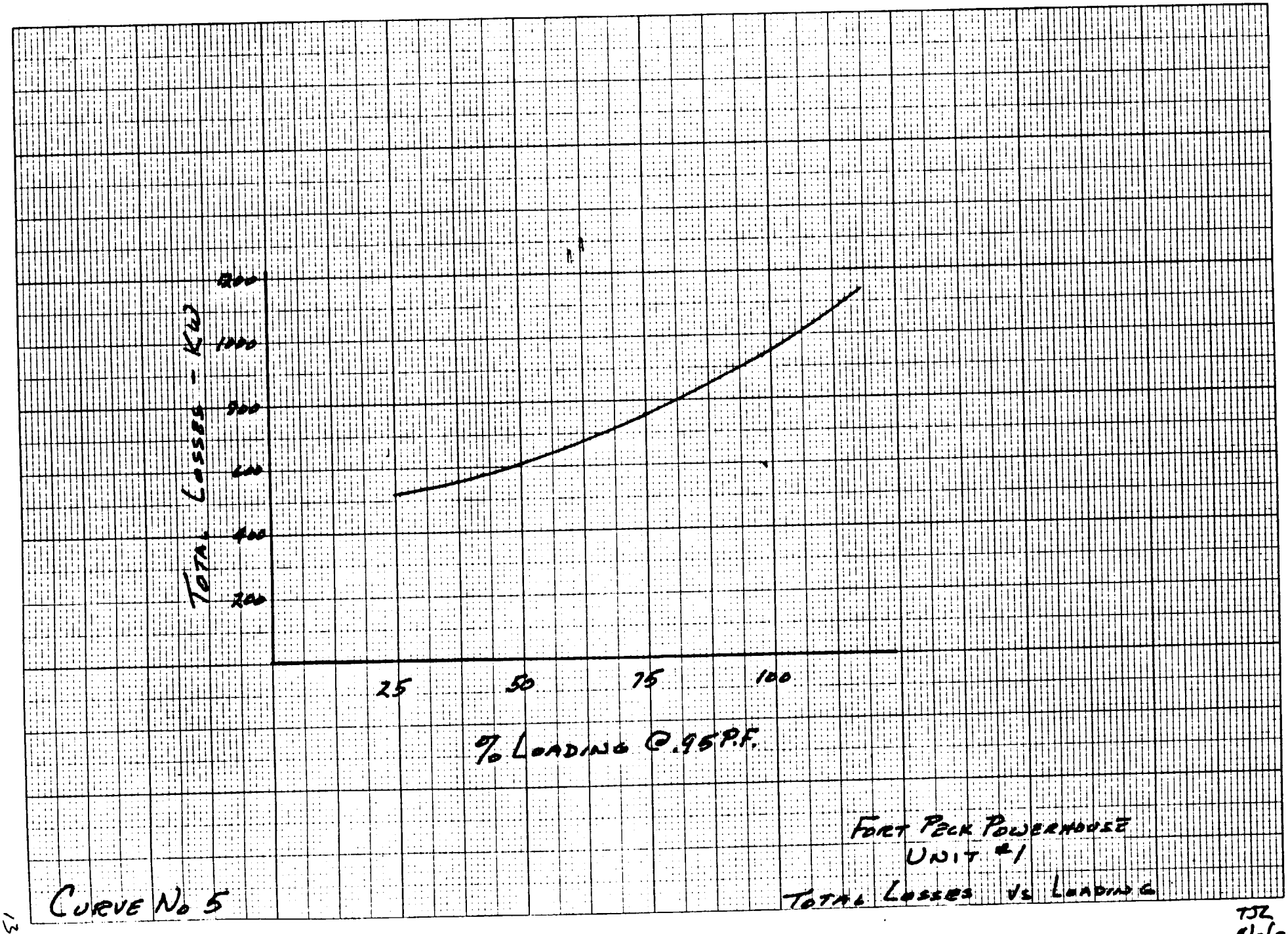
(BASED ON DATA FROM UNIT 2)



CURVE No 4

TJL
4/1/80

20 X 20 PER INCH



CURVE No 5

TJR
4/2/80