



US Army Corps  
of Engineers  
Baltimore District

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# **SOLICITATION FOR DESIGN/BUILD MARINA/ShORELINE IMPROVEMENTS, BOLLING AFB, WASHINGTON, D.C.**

**SOLICITATION NO. W912DR-04-R-0009**

**DATE 21 NOVEMBER 2003**

**SUBMITTAL OF PROPOSALS: OFFERORS ARE TO SUBMIT THE FOLLOWING:**

- (1) SECTION 00010 - STANDARD FORM 1442**
- (2) SECTION 00010 - PRICE SCHEDULE**
- (3) SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS**
- (4) SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

|   |   |  |                               |                          |
|---|---|--|-------------------------------|--------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO.<br>W912DR-04-R-0009 | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br>21-Nov-2003 | PAGE OF PAGES<br>1 OF 64 |
|---|---|--|-------------------------------|--------------------------|

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

|                 |   |                |
|-----------------|---|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO.<br>W81W3G-3309-4923 | 6. PROJECT NO. |
|-----------------|---|----------------|

|   |                |   |
|---|----------------|---|
| 7. ISSUED BY<br>USAED - BALTIMORE<br>10 SOUTH HOWARD STREET<br>BALTIMORE MD 21201 | CODE<br>W912DR | 8. ADDRESS OFFER TO (If Other Than Item 7) CODE |
| TEL:  | FAX:           | TEL:  |
| <b>See Item 7</b>   |                |   |

|                          |                               |  |
|--------------------------|-------------------------------|--|
| 9. FOR INFORMATION CALL: | A. NAME<br>DENISE R MELLINGER | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>4100-962-3471 |
|--------------------------|-------------------------------|--|

**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):

DESIGN/BUILD MARINA/SHORELINE IMPROVEMENTS,  
BOLLING AFB, WASHINGTON, D.C.

11. The Contractor shall begin performance within 10 calendar days and complete it within 112 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)

YES  NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM (hour) local time 23 Dec 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.



PART I - THE PRICE SCHEDULE  
SECTION 00010 - SUPPLIES OR SERVICES AND PRICES

PRICE SCHEDULE

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| Item No. | Description | Amount |
|----------|-------------|--------|
|----------|-------------|--------|

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Base Bid Item

|      |   |  |
|------|---|--|
| 0001 | All costs in connection with proposal preparation, design, design reviews and permitting related to Non-Dredging Marina Upgrades / Shoreline Improvements at Bolling AFB, complete as specified in this Request for Proposal (RFP). |  |
|------|---|--|

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TOTAL BASE BID AMOUNT \$ \_\_\_\_\_

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Optional Bid Items

|      |   |          |
|------|---|----------|
| 0002 | All costs in connection with replacement of 48 boat slips at Center of Marina (designated on the drawings as Bid Option 1A), complete as shown in the design guidance in this Request for Proposal (RFP), and in accordance with design documents prepared by the Contractor. | \$ _____ |
|------|---|----------|

|      |   |          |
|------|---|----------|
| 0003 | All costs in connection with replacement of 31 boat slips at North and East perimeter of Marina (designated on the drawings as Bid Option 1B), complete as shown in the design guidance in this Request for Proposal (RFP), and in accordance with design documents prepared by the Contractor. | \$ _____ |
|------|---|----------|

PART I - THE PRICE SCHEDULE  
SECTION 00010 - SUPPLIES OR SERVICES AND PRICES

PRICE SCHEDULE

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| Item No.                              | Description   | Amount   |
|---------------------------------------|---|----------|
| 0004                                  | All costs in connection with replacement of north bulkhead of Marina (designated on the drawings as Bid Option 2), complete as shown in the design guidance in this Request for Proposal (RFP), and in accordance with design documents prepared by the Contractor. | \$ _____ |
| TOTAL BASE AND OPTIONAL BID AMOUNT \$ |   | _____    |

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NOTES TO OFFERORS

Bidders must quote on all items including Optional Items. Failure to quote on all items may be cause for rejection of the proposal.

Optional Items may be exercised at any time within 90 calendar days after contract award. The Contracting Officer may exercise the Optional Items by written notice to the Contractor, postmarked within the period specified above. The Government may exercise any, all or none of the listed Optional Items in any order.

No additional time for contract completion will be allowed when an Optional Item is exercised.

Section 00100 - Bidding Schedule/Instructions to Bidders

INFORMATIONAL TEXT

1. PROPOSAL SUBMITTAL INSTRUCTIONS

1.1 In response to the solicitation the offerors are required to submit technical and cost proposals in accordance with the instructions herein. The Request for Proposal will consist of nominal design build criteria (conceptual plans, design criteria and outline specifications including the technical proposal evaluation criteria) which will allow offerors to complete their technical and cost proposals. The successful offeror will be selected based on the “Best Over-all Value to the Government.” Proposals will be evaluated on their own merit based upon the criteria factors listed in Paragraph 2.2, which are approximately equal in importance.

1.2 Each offeror is required to submit its proposal consisting of the following volumes:

- Volume I – Technical Proposal, (5 copies plus original)
- Volume II – Cost Proposal (3 copies plus original)
- Volume III – Subcontracting Plan (2 copies plus original)

1.3 Proposal envelopes will be marked:

Date of Opening: 23 December 2003

Time of Opening: 4:00 PM

Proposal for: W912DR-04-R-0009

1.4. Page limits: The following page limits shall apply, which do not include title sheets, indices, tables of content, schedules, or cover sheets:

- Volume I - Technical Proposal: 45 pages, maximum
- Volume II - Cost/Price Proposal (SF 1442, Section 00010 Price Schedule, and Section 00600, Representation and Certifications)
- Volume III – Subcontracting Plan, No Page limit

A page printed on both sides will be counted as two pages. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be single spaced with 11 point font and one inch margins all around as a minimum except for standard or pre-printed forms. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

1.5 All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified in paragraph 2 below.

1.6 Offerors shall submit their proposals to the US Army Corps of Engineers, 10 S. Howard St., Suite 7000, Baltimore, MD 21203-1715 no later than the time and date specified on Standard Form 1442, Block 13.

## 2. EVALUATION PROCESS

2.1 Proposal Compliance Review. This review will assure that all required forms and certifications are complete and that the technical and price proposals have been received.

2.2 Technical Qualifications. Technical proposals will be evaluated based upon the following factors:

- FACTOR 1 General Contractor Relevant Experience
- FACTOR 2 General Contractor Past Performance
- FACTOR 3 Designer Qualifications
- FACTOR 4 Technical Approach
  - SUB-FACTOR 4.1 Project Management Plan
  - SUB-FACTOR 4.2 Schedule
  - SUB-FACTOR 4.2 Management Personnel

All factors will be adjectivally scored.

2.3 Subcontracting. The Subcontracting Plan will be rated on a “go, no-go” basis in accordance with AL93-10.

2.4 Cost/Price: The Government will evaluate price by a Cost Evaluation Committee (CEC) established by the Source Selection Authority. Proposals will be evaluated utilizing price analysis techniques. Price in an offeror’s proposal and breakdown are required to be reasonable for the work to be performed and consistent with the relevant elements of the technical proposal. Price will not be scored.

2.5 Trade-off Analysis: After all above evaluations are complete, the Source Selection Evaluation Board (SSEB) will then consider all factors to determine which offeror has the proposal that represents the best value to the Government. Technical factors when combined will be equal to cost.

2.6 Offeror’s submitting proposals for this project should limit submissions to data essential for evaluation of proposals. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror’s experience, technical approach and management capabilities to successfully complete the project. Requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated.

3. SUBMISSION CRITERIA  
**All the Factors Are of Equal Importance.**

### 3.1. GENERAL CONTRACTOR RELEVANT EXPERIENCE

The offeror will demonstrate an experience level with Design/Build (D/B) and/or construction projects and must have completed similar projects that were at a minimum of \$350,000.00 or higher in value within the last five years with satisfactory results. No more than five projects shall be submitted for evaluation. Basic information required on these projects will include as a minimum the information provided on the form "General Contractor Past Experience" at the end of section 00100. The offeror will provide references for each of these projects to include as a minimum the information as indicated on the form provided at the end of Section 00100.

The completed projects must be of a similar nature to the Marina Upgrades/Shoreline Improvements. The offeror shall demonstrate relevance by submitting completed projects with a similar scope to this solicitation concerning project value, Marina Dock and pier construction, electrical systems and lighting, ship to shore power systems and domestic water service, coastal shoreline protection and small boat basin erosion prevention, concrete revetments seawalls and bulkhead construction, Boat loading and off loading concrete ramp construction.

### 3.2. GENERAL CONTRACTOR PAST PERFORMANCE

The offeror will provide references for each of these projects to include as a minimum the information as indicated on the form provided at the end of Section 00100.

Offerors are required to provide performance ratings that demonstrate at least acceptable or satisfactory performance for each of the submitted projects. Documentation by way of correspondence from previous project owners will suffice if the "Past Performance Questionnaire" forms provided at the end of section 00100 are not used.

The technical evaluation team may contact the owner or authorized representative of the project. The Government may also use other tools such as CCASS ratings to gather information regarding an offeror's qualifications and past experience.

### 3.3. QUALIFICATIONS OF THE DESIGNER:

The offeror will submit the qualifications of the Designer on the Forms SF 254, and 255 for A/E qualifications that demonstrates experience that is similar in size, scope and complexity of this project.

### 3.4. TECHNICAL APPROACH:

**All the SubFactors Are of Equal Importance.**

#### 3.4.1 PROJECT MANAGEMENT PLAN:

The offeror will submit a Project Management Plan for this Project. This plan will be for the entire scope of the project, to include the responsibilities of the General Contractor, designer of

record, and subcontractors, with the technical approach to and the procedures needed in the design and construction of the Marina Upgrades/Shoreline Improvements, the permitting process, the in-house and field staff capabilities, the mobilization schedule and coordination needed to start the project. Also, address phasing and coordination with the dredging contractor portion that is to be accomplished by others and may occur concurrently. The offeror should provide details in their plan to ensure quality workmanship. The offeror should also provide in this plan the approximate amount by percentage and type of work accomplished by their forces and those that will be sub-contracted.

### 3.4.2 SCHEDULE

A schedule shall be provided indicating the design (submittals, review periods) and construction. The Offeror shall also submit a rationale explaining how the schedules will be achieved. The schedule for design and construction shall be task oriented, indicating dates by which milestones are to be achieved. Include phasing of construction activities as required to assure minimum disruption to boating activities during the April to October boating season as outlined in the specifications. The Offeror may use a critical path or other method of his/her choice; however, the schedules shall be graphically represented. This schedule should be based on a realistic approach to the project to meet the needs of the Government with on-time completion.

### 3.4.3 MANAGEMENT PERSONNEL:

Submit key on-site personnel responsible for this project during design and construction phases, to include the Architect Engineer (designer) and key construction staff and their roles in the management of the project. These named personnel will be the project and site managers of this project. The key construction personnel should include:

- (a) Project Superintendent: Defined as the overall field manager responsible for the actual construction;
- (b) Project Manager: Defined as the overall manager of the project;
- (c) QCM: In accordance with Specifications Section 01459, paragraph 3.4.2

Included in this plan should be an individual resume of these key managers highlighting specific experience and qualifications on projects of similar type, size, and technical issues using the "Personnel" form at the end of Section 00100. State each of the manager's approach to the management to the project with regards to team building and overcoming any unusual or unforeseen obstacles and problems on previous projects.

The project superintendent should have as a minimum ten years of relevant experience. The overall project manager should have seven years of construction experience of which three years experience must be on contracts that exceed \$500,000.00 in size.

The offeror may use the attached "Personnel" form at the end of Section 00100. Additional sheets may be used.

#### 4. VOLUME II – PRICE PROPOSAL

4.1 PRICE PROPOSAL. Pro Forma Requirements (Placed in a separate envelope).

4.2 Price - The offeror shall submit Standard Form 1442, Form 36 (Proposal Bid Schedule), and the Cost Breakdown Sheet in an original only. Both of these forms are included in Section 00010 of this solicitation. This information will be evaluated for price reasonableness as related to the government estimate and price competitiveness.

4.3 Representations and Certifications - The offeror shall submit one completed original of Section 00600, Representations and Certifications.

4.4 Pre-Award Information - One copy of the following information shall be provided:

- Proof of Financial Ability (Most recent financial statement covering assets and liabilities)
- Number of years the firm has been in business
- Name, address and telephone number of firm's bonding company
- Information showing offeror's bondability for this project. Include the bond rate.
- Name, address and telephone numbers of two credit/trade references.

4.5 Cost Breakdown Sheet. The Cost Breakdown Sheet shall be completed and issued with the Proposal Bid Schedule, in a separate, clearly labeled, sealed envelope. A blank Cost Breakdown Sheet is included with this Solicitation.

#### 5. VOLUME III - SUBCONTRACTING PLAN

The offeror shall submit a subcontracting plan in accordance with the provision entitled "Subcontracting Plan Submission", found in this Section 00100. Large Business offerors shall submit a subcontracting plan in accordance with Contract Clauses 52.219-8 and 52.219-9. To be acceptable, plans must adequately address the six required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix CC, Part 2, AFARS 19.705. You may use the attached sample Subcontracting Plan. Percentage goals apply to the total amount being subcontracted. The current goals for the Baltimore District are 60% to Small Business, 20% to Small Disadvantaged Business and 3% to Woman-Owned Small Business. 3% to Veteran Owned Small Business and 3% to Service Disabled Veterans. Place the original subcontracting plan in a separate envelope.

6. EVALUATION OF PROPOSALS  
**All the Factors Are of Equal Importance.**

## 6.1 GENERAL CONTRACTOR RELEVANT EXPERIENCE

The offeror must submit information indicated on the provided sheets that demonstrates that they have the requisite relevant experience and satisfactory performance on a maximum of five similar D/B and/or construction projects within the last five (5) years. The Government considers that submissions of projects that are relevant in size, complexity, related, completed, and have occurred as meeting the minimum qualifications of this RFP.

Favorable consideration will be given to offerors that have previous D/B teaming experience.

Additional consideration will be given for design-build teams who as a previous design-build team have completed Marina boat slip installation to include ship to shore power, Rip-rap shoreline stabilization, Boat loading and off loading ramp designs, Concrete coastal revetments, seawalls, and Bulkhead design.

Additional consideration will be considered given to those contractors with an extensive amount of relevant experience in Marina Dock and Pier Construction to include ship to shore power, Rip-rap shoreline stabilization, Boat loading and off loading ramp construction, Concrete coastal revetments, seawalls, and Bulkhead construction

## 6.2 PAST PERFORMANCE:

Submission of projects that indicate experience in the area of Marina boat slip installation to include ship to shore power, Rip-rap shoreline stabilization, Boat loading and off loading ramp construction, Concrete coastal revetments, seawalls, and Bulkhead construction is highly desirable.

Additional consideration will be given for design-build teams who as a previous design-build team have completed Marina boat slip installation to include ship to shore power, Rip-rap shoreline stabilization, Boat loading and off loading ramp designs, Concrete coastal revetments, seawalls, and Bulkhead design at a level of Satisfactory or higher.

Favorable consideration will be given for performance ratings that exceed a “satisfactory” level of performance. Submission of projects that indicate DOD or Federal experience is desirable. Points of contacts with names and phone numbers to be submitted.

Consideration will also be given for projects rated satisfactory or higher in the Corps of Engineers CCASS rating system.

## 6.3. QUALIFICATIONS OF THE DESIGNER:

The offeror must submit qualifications for the Designer showing personnel capable of designing for Marina Upgrades and Shoreline Improvements as required in the RFP.

Favorable consideration will be given to Designers that have experience with design for Marina Upgrades and Shoreline Improvements similar to this solicitation.

#### 6.4. TECHNICAL APPROACH:

**All the SubFactors listed are of equal importance.**

##### 6.4.1 PROJECT MANAGEMENT PLAN:

A proposal will be considered to meet the minimum requirements of this solicitation if the offeror demonstrates capabilities for quality, safety and cost control and shows these responsibilities for both the Designer, the General Contractor, and Subcontractors. A proposal is also considered meeting the requirements by including quality control activities, partnering approaches/activities, mechanical and electrical installations, change management and issue tracking. The plan will address the potential risks that the project has for the offeror and the Government. And the plan will address the benefits and risks of using subcontractors for certain areas of the work and the plan to integrate these contractors into the management team.

The offeror will achieve favorable consideration for showing how the management staff will start this project aggressively.

Additional consideration will be given if the offeror includes activities that are specific to this project.

##### 6.4.2 SCHEDULE:

The offeror's graphically represented schedule for this project will be evaluated for an on-time completion of the project and for the extent to which the offeror indicates key activities relevant to this project. A proposal will be considered to meet the requirements of this solicitation if the required schedule demonstrates logical activity relationships, realistic durations, is reasonably attainable and shows an understanding of the schedule restrictions.

Favorable consideration will be given to those schedules that address the interdependencies of key milestone dates such as approval of key submittals, long lead purchase items, contractor work plans such as safety and CQC, and commissioning.

##### 6.4.3 MANAGEMENT PERSONNEL:

A proposal will be considered to meet the minimum requirements of this solicitation if the offeror demonstrates minimum capabilities of its managers and staff personnel to accomplish work that is related to the RFP.

Favorable consideration will be given to those offerors presenting D/B teams that have worked together on other successful satisfactory projects related to work in the RFP.

A proposal will be considered as exceeding the Government's requirements by demonstrating its personnel to have extensive experience that performs design and construction for Marina Upgrades and Shoreline Improvements as required in the RFP.

PERSONNEL

Name of Manager \_\_\_\_\_

Management Title on this project \_\_\_\_\_

No. of years: With this firm \_\_\_\_\_ With other firms \_\_\_\_\_

No. of years in this position or role: \_\_\_\_\_

Specialization: \_\_\_\_\_

\_\_\_\_\_

Professional Registration (Type and State Registration): \_\_\_\_\_

\_\_\_\_\_

Your specific experience and qualifications relevant to this project.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use continuation sheets, if needed)

PRIME CONTRACTOR EXPERIENCE

Company name \_\_\_\_\_

Name of Project/Location  
\_\_\_\_\_  
\_\_\_\_\_

General Scope of Project and Relevance to this project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner of the Project:  
\_\_\_\_\_  
\_\_\_\_\_

(Note: If Government Contract, give Contract No. and Contracting Office)

Owner's P.O.C. to include Name, Address and Phone  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Note: If Government Contract, give name of Contracting Officer)

Role (prime, joint venture, subcontractor) and work your company self-performed on this contract, and number of years in this role: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Construction Contract Value at Award: \_\_\_\_\_

Construction Contract Value at Completion: \_\_\_\_\_

Extent and type of work you subcontracted out by percentage \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Original Contract Duration; \_\_\_\_\_

Final Contract Duration: \_\_\_\_\_

Customer Satisfaction: (List Awards, if received) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lost time accidents and Safety Rating: \_\_\_\_\_

\_\_\_\_\_

Success in Commissioning Electrical, Mechanical and LAN Systems: \_\_\_\_\_

\_\_\_\_\_

Overall Rating for Quality Control and Timeliness of Completion: \_\_\_\_\_

A/E Firm Responsible for Design: \_\_\_\_\_

\_\_\_\_\_

Project Designer: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Project Superintendent: \_\_\_\_\_

Quality Control Manager: \_\_\_\_\_

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**PAST PERFORMANCE QUESTIONNAIRE FOR  
SOLICITATION NUMBER W912DR-04-R-0009**

The offeror listed is being considered in a Source Selection by the U.S. Army Corps of Engineers, Baltimore District. This is a request for Past Performance information on a project the offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this offeror for this solicitation. If the relevant project was a Corps of Engineers or U.S. Navy project, submit the SF1420 Evaluation in lieu of this form.

Information may be typed or legibly handwritten in ink.

Please include evaluation of the performance of the contract based solely on which they are liable. Please do not let factors beyond the control of the contractor that resulted in performance delays or other problems bias this evaluation of their performance.

Past Project Information:

|                             |
|-----------------------------|
| Contractor:                 |
| Project Title and Location: |

Evaluator:

|   |
|---|
| Owner's Name: _____                                     |
| Name: _____ Date: _____                                 |
| Phone No: _____ Fax No. _____                           |
| Address: _____  |
| Position held of function in relation to project: _____ |
| Signature of Evaluator: _____                           |

The following is a definition of the rating system used:

**Exceptional:** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Very Good:** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory:** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal:** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified correction actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Unsatisfactory:** Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Ratings: In completing this questionnaire, please circle a letter corresponding to your rating, or NA if you are unable to provide an evaluation for any area:

E=Exceptional, VG=Very Good, S=Satisfactory, M=Marginal, U=Unsatisfactory

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below satisfactory.

Please rate and provide any supporting information for the following: (Use additional sheets as needed)

|   |
|---|
| <p>1. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p> |
| <p>2. The relationship between contractor and owner's team.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>   |
| <p>3. The contractor's on-site management and coordination of subcontractors.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>                           |
| <p>4. The contractor's quality control (CQC) system.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>  |
| <p>5. The contractor's performance on delivery of quality work.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>   |

|  |
|--|
| <p>6. The contractor's ability to meet the performance schedule.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>                         |
| <p>7. What did the contractor do to improve schedule problems – if applicable</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>            |
| <p>8. The contractor's ability to provide the required work at a reasonable total price.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p> |
| <p>9. The contractor's compliance with labor standards – if applicable.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>                  |
| <p>10. The contractor's compliance with safety standards and/or number of incidents.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>     |
| <p>11. Did the contractor receive any of the following: Cure Notices; Show Cause; Letters of Reprimand; Suspension of Payments; or Termination? If Yes, please explain.</p>    |

12. Would you award another contract to this contractor? In no, please state reasons for not recommending this contractor for additional work.

13. Customer satisfaction with end product.

14. Has the contractor been provide an opportunity to discuss any negative performance ratings? If so, what are the results?

15. OVERALL RATING:

Rating: E \_\_\_\_, VG \_\_\_\_, S \_\_\_\_, M \_\_\_\_, U \_\_\_\_, N/A \_\_\_\_  
Comments:

Any Additional Comments:

#### CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.204-6  | Data Universal Numbering System (DUNS) Number  | OCT 2003 |
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data | OCT 1997 |
| 52.225-10 | Notice of Buy American Act Requirement--Construction Materials                       | MAY 2002 |

52.236-28

Preparation of Proposals--Construction

OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)—ALTERNATE I (OCT 1997)

(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 which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

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

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

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

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

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

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

(i) The solicitation number;

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

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

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

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

(3) Submission, modification, or revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, 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 after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

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

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

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

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

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

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

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

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price design/build construction contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

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 |
|---|---|
| 28.0%   | 6.9%  |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published

periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is DC District of Columbia; MD Charles; MD Montgomery; MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William; VA Alexandria; VA Fairfax City; VA Falls Church

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

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

Name:

Address: **SITE VISIT INFORMATION WILL BE ADDED BY AMENDMENT**

Telephone:

(End of provision)

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

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

<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far>  
<http://www.dtic.mil/dfars>

or by contacting Denise Mellinger by email at [denise.r.mellinger@nab02.usace.army.mil](mailto:denise.r.mellinger@nab02.usace.army.mil)

(End of provision)

### INFORMATIONAL TEXT

#### SUBCONTRACTING GOALS

Prior to award, the selected large business bidder shall submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, consistent with Section 806b) of Public Law 100-180, 95-507 and PL 99-661.

The following goals are considered reasonable and achievable during the terms of the contract:

**60%** as a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

As of that portion placed with small business concerns;

**20%** shall be placed with small disadvantaged business concerns, to include Historically Black Colleges and Universities and Minority Institutes (HBCU/MI);

**10%** shall be placed with women owned small businesses;

**3%** shall be placed with HubZone small businesses;

**3%** shall be placed with Veteran-Owned small business;

**3%** shall be placed with Service-Disabled Veteran-owned small business.

End of provision

(52. 0219-4145)

#### SUBCONTRACTING PLAN EVALUATION

(a) This provision does not apply to Small Business concerns.

(b) In accordance with AFARS 19.705, all subcontracting plans submitted pursuant to Section L (for all but construction) or Section 00100 (for construction) provision, SUBCONTRACTING PLAN SUBMISSION (52.0219-4076), will be evaluated by the Baltimore District Small Business Office.

(c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.

(d) Refer to Section L (for all but construction) or Section 00100 (for construction) of this solicitation for specific goals guidance.

End of Clause

(CENAB-CT JUL 1996)  
(AFARS 19.7)  
(was219-4077)

#### EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)  
(FAR 4.102)

#### SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -  
U.S. Army Engineer District, Baltimore  
ATTN: District Counsel/CENAB-OC  
Room 6420, City Crescent Building  
10 South Howard Street  
Baltimore, Maryland 21201

(For mailed protests) -  
 U.S. Army Engineer District, Baltimore  
 ATTN: CENAB-OC  
 P.O. Box 1715  
 Baltimore, Maryland 21203-1715

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

End of Clause

(CENAB-CT APR 97)  
 (FAR 52. 233-0002)  
 (was 233-4041)

#### INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE/BONDS

(a) **BID BONDS:** (Applicable only if bid/contract is \$25,000 or greater). Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in FAR 52.0228-0001, Bid Guarantee, in the form of twenty percent (20%) of the bid price or three million dollars (\$3,000,000), whichever is lesser. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

(b) **PERFORMANCE AND PAYMENT BONDS:** (Applicable only if bid/contract is \$100,000 or greater). Within ten (10) calendar days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government, furnished; namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(1) **PERFORMANCE BOND:** The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price. The performance bond shall specifically provide coverage for taxes imposed by the United States which are collected, deducted, or withheld from wages paid by the contractor in carrying out the contract with respect to which such bond is furnished.

**(2) PAYMENT BOND: : The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.**

(c) **INDIVIDUAL SURETIES:** Acceptable forms of security include corporate or individual sureties. Should bidder decide to provide individual sureties, Standard Form 28, Affidavit of Individual Surety, must be used. The Contracting Officer shall determine the acceptabilities of individuals proposed as sureties. One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by the individual surety equal or exceed the amount of the bond. The Contracting Officer shall consider the number and amounts of other bonds upon which a proposed individual surety is based, and the status of the contracts for which such bonds were furnished, in determining the acceptability of the individual surety. Instructions on the reverse of Standard Form 28 are important and must be followed completely.

End of Clause  
 (FAR 28.102) (was228.4007)

#### PREAWARD SAFETY CONFERENCE

Where an apparent low bidder, in performance of contracts during

the previous three year period incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding his compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reasons for their occurrence, and measures which will be taken to preclude any recurrence thereof.

Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in the pre award survey, in determining the bidder's responsibility.

The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting, which shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the bidder, along with all other safety and accident prevention requirements of the contract, if award is made to him.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.513)  
(was0236-4011)

#### SAFETY REQUIREMENTS

The contractor is advised that he shall be expected to comply with the OSHA Standards as well as the most recent Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). EM 385-1-1 with applicable addenda and the OSHA Standards are hereby incorporated by reference, as if fully set forth.

End of Clause

(CENAB-CT NOV 1996)  
(FAR 36.513)  
(52.0236-4013)

#### 52.0236-4030 MAGNITUDE OF CONSTRUCTION PROJECT

The estimated value of the proposed work is between \$1,000,000.00 and \$5,000,000.00.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.204)

(52.0236-4030)

52.0236-4045 HARBOR MAINTENANCE FEE

Offerors contemplating use of U.S. ports in the performance of the contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors are responsible for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

The statute is at Title 26 U.S. Code sections 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports submit to the fee, are found at 19 CFR Section 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

End of Clause

(CENAB-CT SEP 1995)  
(EAL 88-1)  
(52.0236-4045)



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 1715  
BALTIMORE, MARYLAND 21203-1715

CENAB-CT

June 5, 2002

MEMORANDUM FOR ALL CONTRACTORS

SUBJECT: Central Contractor Registration (CCR)

1. Reference memorandum, CEDB, dated June 26, 1997, subject: Central Contractor Registration.
2. The purpose of this memorandum is to advise all contractors that your company must be registered in the CCR or you will not be awarded a Federal contract.
3. The Debt Collection Improvement Act of 1996, requires Federal agencies to have the Taxpayer Identification Number (TIN) for every contractor and to pay every contractor through electronic funds transfer. The CCR registration was also created to be the single source of contractor data for the entire DoD, to avoid administrative duplication and allow contractors to take responsibility for the accuracy of their own business information supplying it through a single registration.
4. CCR allows Federal Government contractors to provide basic information, capabilities, and financial information one time to the government. This requirement applies to all solicitations and awards. The only exemptions will be for purchases made with the Government wide commercial purchase card, contracting offices located outside the U.S., classified contracts, and contracts executed to support contingency or emergency operations.
5. The Department of Defense (DoD) has implemented the capability for contractors to register in the CCR through the World Wide Web. For information regarding CCR registration, the CCR Web site may be accessed at <http://www.ccr.gov/index.cfm> . Other information regarding registration can be obtained through CCR Assistance Center (CCRAC) at 1-888-227-2423. A paper form for registration may be obtained from the DoD Electronic Commerce Information Center at 1-800-334-3414. (Note: Companies that do not wish to conduct electronic commerce with the Federal Government at this time can reduce the amount of information they must provide by answering "no" to the question "Are you Electronic Data Interchange capable?")

CENAB-CT

SUBJECT: Central Contractor Registration (CCR)

6. Effective immediately, the use of DUNS+4 numbers to identify vendors is limited to identifying different CCR records for the same vendor at the same physical location. For example a vendor could have two records for themselves at the same physical location to identify two separate bank accounts.

- Vendors wishing to register their subsidiaries and other entities, should ensure that each additional location obtains a separate DUNS number from Dun & Bradstreet. Dun & Bradstreet can be contacted at 1-800-333-0505.

- Vendors that are currently registered in CCR using a DUNS+4 number for reasons other than mentioned above will be contacted by a CCR Team designated to assist in the change. Until at time, all registrations using the DUNS+4 are considered active and complete. The DUNS+4 vendors require no action until they receive instruction from the designated CCR Team.

7. This memorandum supersedes CENAB-CT memorandum, dated 1 January 2002, Subject: Central Contractor Registration (CCR).

**James J. Rich**  
JAMES J. RICH, PhD.  
Chief, Contracting Division

**US ARMY CORPS OF ENGINEERS  
ELECTRONIC PAYMENTS/DIRECT DEPOSIT**

- 1. The Debt Collection Improvement Act of 1996 provided that Federal payments shall be made by electronic funds transfer (EFT). The Corps issues electronic corporate payments through the Automated Clearing House (ACH) network using the Cash Concentration or Disbursement Plus Addendum (CCD+) payment format. Instead of receiving checks, you will have payments directly deposited into your checking or savings account.**
- 2. The benefits of receiving payments electronically are no lost or stolen checks, no deposit delays, prompt availability of funds, fully traceable payments, and decrease in fraud.**
- 3. EFT/Direct Deposit payments are available for vendors who have active contracts with the Corps sites within the Continental United States. Corps travelers working for these sites should also sign up for EFT.**
- 4. Attached is Form UFC-DISB-4 with instructions that can be used by both vendors and travelers to sign up for Corps EFT payments.**
- 5. Point of contact for questions is Michael Rye, commercial 901-874-8543, DSN 882-8543, Corps email address; t0rmfmtr@cefc.fc, Internet address; Michael.T.Rye@usace.army.mil.**

## **INSTRUCTIONS FOR COMPLETING FORM UFC-DISB-4**

- 1. Vendors and/or travelers should indicate if this is an add as a new Direct Deposit to be set up or a change or cancellation. USACE employees already on payroll Direct Deposit who have not completed a travel form should mark ADD.**
- 2. Include the Corps of Engineers District name (example: Savannah) or EROC (example: K6) that wrote the contract authorizing payment. If more than one District issued contracts, prepare a separate form for each District.**
- 3. Include the name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith.**
- 4. This address should be the physical address of the business.**
- 5. The city and state that match the physical address.**
- 6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account number on each payment address.**
- 7. Include daytime phone number in case there are questions concerning the completed form.**
- 8. Check if the bank account number furnished is a checking account.**
- 9. Check if the bank account number furnished is a savings account.**
- 10. Include bank account number, one number in each slot. This number can be found on the front of the check.**
- 11. The full name of the bank for the account.**
- 12/13. An accurate address for the bank.**
- 14. The routing number for the bank. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.**
- 15. Depositor account title is the name registered with the bank on the bank account.**
- 16. For businesses include the IRS tax ID number. For an individual use the social security number.**
- 17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.**
- 18. Date of the authorization.**

# DIRECT DEPOSIT AUTHORIZATION FORM

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

I hereby authorized U. S. Army Corps of Engineer, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account.

- (1) Check One of the following Statements::  
 I am not currently participating in the Direct Deposit Program.      OR      I am currently participating in the Direct Deposit Program.  
 **ADD** - Deposit my payment to the account shown.       **CHANGE** - Change financial institutions and/or account number.
- (2) Installation EROC \_\_\_\_\_

|   |        |      |
|---|--------|------|
| Name or (Company as shown on invoice):<br>( 3 ) |        |      |
| Address:<br>( 4 )                               |        |      |
| City:<br>( 5 )                                  | State: | Zip: |
| Mailing Address (if different):<br>( 6 )        |        |      |
| Daytime Phone: (   )<br>( 7 )                   |        |      |

Contract # (Optional):  
 If more than one contract, please list on a separate sheet.  
 Please ask your Financial Institution for your Depositor Account Number and Routing Number  
**(Indicate which type account to credit)**

|  |   |            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|---|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Type of Depositor Account<br>Please check a box. | Checking (8)  | Saving (9) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Name of Financial Institution:<br>( 11 ) |  |  |  |  |  |  |  |  |  |        |  |  |  |  |      |  |  |  |  |
| Address:<br>( 12 )                       |  |  |  |  |  |  |  |  |  |        |  |  |  |  |      |  |  |  |  |
| City:<br>( 13 )                          |  |  |  |  |  |  |  |  |  | State: |  |  |  |  | Zip: |  |  |  |  |
| Routing<br>Number:<br>(14)               |  |  |  |  |  |  |  |  |  |        |  |  |  |  |      |  |  |  |  |
| Depositor Account Title:<br>( 15 )       |  |  |  |  |  |  |  |  |  |        |  |  |  |  |      |  |  |  |  |

|   |  |
|---|--|
| Tax ID Number (TIN) for Business:<br>(16) |  |
|---|--|

**SIGNATURE: (17)** \_\_\_\_\_ **DATE: (18)** \_\_\_\_\_

**Mail To: USACE Finance Center, ATTN: EFT/DISB, 5722 Integrity Drive, Millington, TN 38054-5005**  
 FORM: UFC-DISB-4

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

## 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, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

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

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

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

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

(End of provision)

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

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

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

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

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

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in 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)

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$28,500,000.00.

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

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

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

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

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

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

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a) Definition.

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

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

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

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

No. of Employees Avg. Annual Gross Revenues

50 or fewer     \$1 million or less  
 51 - 100         \$1,000,001 - \$2 million  
 101 - 250         \$2,000,001 - \$3.5 million  
 251 - 500         \$3,500,001 - \$5 million  
 501 - 750         \$5,000,001 - \$10 million  
 751 - 1,000       \$10,000,001 - \$17 million  
 Over 1,000       Over \$17 million

(End of provision)

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

The offeror represents that --

- (a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b)  It has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38    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)

52.223-13    CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

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

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) "Prohibition on award."

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

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

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

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

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

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

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--



(Typed Name of Corporation)

NOTE; A COPRPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

(was204-4005)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.202-1 Alt I  | Definitions (Dec 2001) --Alternate I   | MAY 2001 |
| 52.203-3        | Gratuities   | APR 1984 |
| 52.203-5        | Covenant Against Contingent Fees   | APR 1984 |
| 52.203-7        | Anti-Kickback Procedures   | JUL 1995 |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | JAN 1997 |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity   | JAN 1997 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal Transactions   | JUN 2003 |
| 52.204-4        | Printed or Copied Double-Sided on Recycled Paper   | AUG 2000 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.215-2        | Audit and Records--Negotiation   | JUN 1999 |
| 52.215-11       | Price Reduction for Defective Cost or Pricing Data--Modifications  | OCT 1997 |
| 52.215-13       | Subcontractor Cost or Pricing Data--Modifications  | OCT 1997 |
| 52.215-19       | Notification of Ownership Changes  | OCT 1997 |
| 52.215-21       | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications                      | OCT 1997 |
| 52.219-8        | Utilization of Small Business Concerns   | OCT 2000 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (Jan 2002) Alternate II   | OCT 2001 |
| 52.219-16       | Liquidated Damages-Subcontracting Plan   | JAN 1999 |
| 52.222-3        | Convict Labor  | JUN 2003 |
| 52.222-4        | Contract Work Hours and Safety Standards Act - Overtime Compensation   | SEP 2000 |
| 52.222-6        | Davis Bacon Act  | FEB 1995 |
| 52.222-7        | Withholding of Funds   | FEB 1988 |
| 52.222-8        | Payrolls and Basic Records   | FEB 1988 |
| 52.222-9        | Apprentices and Trainees   | FEB 1988 |
| 52.222-10       | Compliance with Copeland Act Requirements  | FEB 1988 |
| 52.222-11       | Subcontracts (Labor Standards)   | FEB 1988 |
| 52.222-12       | Contract Termination-Debarment   | FEB 1988 |
| 52.222-13       | Compliance with Davis-Bacon and Related Act Regulations.   | FEB 1988 |
| 52.222-14       | Disputes Concerning Labor Standards  | FEB 1988 |
| 52.222-15       | Certification of Eligibility   | FEB 1988 |
| 52.222-21       | Prohibition Of Segregated Facilities   | FEB 1999 |
| 52.222-26       | Equal Opportunity  | APR 2002 |
| 52.222-27       | Affirmative Action Compliance Requirements for Construction  | FEB 1999 |
| 52.222-35       | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans                | DEC 2001 |
| 52.222-36       | Affirmative Action For Workers With Disabilities   | JUN 1998 |
| 52.222-37       | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans                | DEC 2001 |
| 52.223-6        | Drug-Free Workplace  | MAY 2001 |
| 52.223-14       | Toxic Chemical Release Reporting   | AUG 2003 |
| 52.225-13       | Restrictions on Certain Foreign Purchases  | OCT 2003 |

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| 52.226-1       | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises  | JUN 2000 |
| 52.227-1       | Authorization and Consent  | JUL 1995 |
| 52.227-2       | Notice And Assistance Regarding Patent And Copyright Infringement  | AUG 1996 |
| 52.229-3       | Federal, State And Local Taxes   | APR 2003 |
| 52.232-5       | Payments under Fixed-Price Construction Contracts  | SEP 2002 |
| 52.232-17      | Interest   | JUN 1996 |
| 52.232-23      | Assignment Of Claims   | JAN 1986 |
| 52.232-33      | Payment by Electronic Funds Transfer--Central Contractor Registration  | OCT 2003 |
| 52.233-1       | Disputes   | JUL 2002 |
| 52.233-3       | Protest After Award  | AUG 1996 |
| 52.236-2       | Differing Site Conditions  | APR 1984 |
| 52.236-3       | Site Investigation and Conditions Affecting the Work   | APR 1984 |
| 52.236-5       | Material and Workmanship   | APR 1984 |
| 52.236-6       | Superintendence by the Contractor  | APR 1984 |
| 52.236-7       | Permits and Responsibilities   | NOV 1991 |
| 52.236-8       | Other Contracts  | APR 1984 |
| 52.236-9       | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements                                  | APR 1984 |
| 52.236-10      | Operations and Storage Areas   | APR 1984 |
| 52.236-11      | Use and Possession Prior to Completion   | APR 1984 |
| 52.236-12      | Cleaning Up  | APR 1984 |
| 52.236-13      | Accident Prevention  | NOV 1991 |
| 52.236-15      | Schedules for Construction Contracts   | APR 1984 |
| 52.236-21      | Specifications and Drawings for Construction   | FEB 1997 |
| 52.236-25      | Requirements for Registration of Designers   | JUN 2003 |
| 52.236-26      | Preconstruction Conference   | FEB 1995 |
| 52.242-13      | Bankruptcy   | JUL 1995 |
| 52.242-14      | Suspension of Work   | APR 1984 |
| 52.243-4       | Changes  | AUG 1987 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I                                   | SEP 1996 |
| 52.249-10      | Default (Fixed-Price Construction)   | APR 1984 |
| 52.253-1       | Computer Generated Forms   | JAN 1991 |
| 252.203-7001   | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies                                   | MAR 1999 |
| 252.204-7003   | Control Of Government Personnel Work Product   | APR 1992 |
| 252.205-7000   | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7000   | Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7004   | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country                        | MAR 1998 |
| 252.215-7000   | Pricing Adjustments  | DEC 1991 |
| 252.219-7003   | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)                          | APR 1996 |
| 252.227-7023   | Drawings and Other Data to become Property of Government   | MAR 1979 |
| 252.227-7033   | Rights in Shop Drawings  | APR 1966 |
| 252.231-7000   | Supplemental Cost Principles   | DEC 1991 |
| 252.232-7004   | DOD Progress Payment Rates   | OCT 2001 |
| 252.236-7000   | Modification Proposals-Price Breakdown   | DEC 1991 |
| 252.236-7001   | Contract Drawings, Maps, and Specifications  | AUG 2000 |

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| 252.243-7001 | Pricing Of Contract Modifications                 | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea                 | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

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 EFT banking 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 use:

(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 contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far>  
<http://www.dtic.mil/dfars>

or by contacting Denise Mellinger by email at [denise.r.mellinger@nab02.usace.army.mil](mailto:denise.r.mellinger@nab02.usace.army.mil)

(End of clause)

#### INFORMATIONAL TEXT

##### BASIS FOR SETTLEMENT OF PROPOSALS (EFARS 52.249-5000)

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

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

End of Clause

CENAB-CT-S Sep 95  
(was249-4083)  
(52.0249-5000)

## Section 00800 - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$660.00 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

## CLAUSES INCORPORATED BY REFERENCE

|           |                            |          |
|-----------|----------------------------|----------|
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 | Warranty of Construction   | MAR 1994 |

INFORMATIONAL TEXT

## 2.0219-4081 END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52.219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation". If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States".

End of Clause

(CENAB-CT SEP 00)  
(FAR 19.5)  
(52.219-4081)

## 52.0222-4020 WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. DC030001 dated 31 October 2003, with all current modifications.

For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/ proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause  
(52.0222-4020)

52.0228-4001 REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING (52. 0228-4001)

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGES FOR GOVERNMENT INSTALLATION

| Type  | Amount   |
|---|--|
| Comprehensive General Liability<br>Bodily injury or death | \$500,000 per occurrence                         |
| Motor Vehicle Liability (for each motor vehicle):         |  |
| Bodily injury or death                                    | \$200,000 per person<br>\$500,000 per occurrence |
| Property Damage:  | \$ 20,000 per occurrence                         |
| Workers' Compensation and Employer's Liability:           | \$100,000 per person                             |

COVERAGES FOR DREDGING

| Type  | Amount                     |
|---|----------------------------|
| Comprehensive General Liability<br>Bodily injury or death | \$500,000 per occurrence   |
| Marine Liability -  |                            |
| Excess towers' liability                                  | \$1,000,000 per occurrence |
| Excess protection and indemnity insurance                 | \$1,000,000 per occurrence |

Workers' Compensation and

Employer's Liability: \$100,000 per person  
(including Longshore & Harbor  
Workers' Compensation)

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)  
(FAR 28.307-2(a))

#### 52.0232-4037 PROGRESS PAYMENT REQUESTS

(a) Update Progress Schedule or Network Analysis and other information required by SECTION: ADMINISTRATION REQUIREMENTS of the SPECIAL CLAUSES.

(b) Certified payroll records are required by the Contract Clause entitled PAYROLLS AND BASIC RECORDS.

(c) Certification that the as-built drawings have been updated and jointly reviewed by Government and contractor representatives for the month that payment is requested as required by SECTION: AS-BUILT DRAWINGS of the SPECIAL CLAUSES.

(d) Copies of invoices for materials stored on-site that have not yet been incorporated into the work, but for which payment is requested. Original of each shall be submitted to the Contracting Officer and a duplicate copy sent to the address given in (g) below.

(e) Minutes of monthly safety meeting as required by Section 1

of EM 385-1-1, Corps of Engineers Safety and Health Requirements Manual (latest revision).

(f) Certification as required by the Contract Clause entitled PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.0232-0005 APR 1989). Original shall be submitted to the Contracting Officer and one copy sent to the address given in (g) below.

(g) Address for direct transmission of invoices and certification: Finance and Accounting Office  
 Department of the Army  
 Baltimore District, Corps of Engineers  
 P.O. Box 1715  
 Baltimore, Maryland 21203-1715

End of Clause

(52.0232-4037)

#### 52.0232-4131 SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

- (a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;
- (b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph(a) of this section; and
- (c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

#### 52.0236-4000 EVALUATION OF CONTRACTOR PERFORMANCE

As a minimum, the contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during the contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be DD 2626, and the contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of

any unsatisfactory rating either in an individual element or in the overall rating prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

End of Clause

(CENAB-CT JUN 1996)  
(FAR 36.201)  
(52.0236-4000)

#### 52.0236-4038 SAFETY ASSURANCE

**Preconstruction Safety Meeting:** Representatives of the Contractor shall meet with the Contracting Officer or his/her representative(s) prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s) shall attend this meeting.

**Compliance with Regulations:** All work, including the handling of hazardous materials or the disturbance or dismantling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 20 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials, the demolition of structures containing asbestos, and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B, ETL 1110-1-118 and DA Circular 40-83-4. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

#### **Contractor Responsibility:**

(a) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents and injuries to the Contracting Officer's Representative within 24

hours of the accident. A written report (ENG 3394) shall be submitted within 72 hours of the accident to the Contracting Officer's Representative.

(b) The Contractor is subject to the safety and health standards of both the Occupational Safety and Health Act (OSHA) and the Corps of Engineers General Safety Requirements, EM 385-1-1. Implementation of OSHA provisions rests in the statutory requirement while compliance with EM 385-1-1 is a contractual matter.

(c) The Contractor should review the accident-prevention clauses of the contract, the Corps of Engineers General Safety Requirements, EM 385-1-1, latest revision, referred to therein, and the special and technical provisions applicable to safety. The Contractor should assure himself that he has full knowledge of the personal protective equipment (including respiratory equipment) that must be provided workmen, and that he is familiar with medical surveillance and recordkeeping requirements and with the safety standards applicable to machinery and mechanized equipment, ladders and scaffolds, fire prevention and protection, stripping of concrete forms, cleanup and housekeeping and other safety measures for the prevention of accidents during construction.

Inspections, Tests, and Reports: The required inspections, tests, and reports made by the contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the contractor's expense. These reports shall be furnished in accordance with the terms contained herein.

a. MATERIALS AND EQUIPMENT: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.

b. HAZARDOUS MATERIALS: The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to equitable adjustment under the terms of the contract.

End of Clause

(CENAB-CT MAY 1992)  
(FAR 36.513)  
(52.0236-4038)

52.0236-4069 HEAD PROTECTION (HARD HATS)

The entire work area under this contract is designated as a hard hat area. The contractor shall post the area as per paragraph

05.D.01, EM 385-1-1, and shall insure that all contractor personnel, vendors, and visitors utilize hard hats within the project area.

End of Clause

(CENAB-CT-OCT 94)  
(52.0236-4069)  
(DR 385-1-7)

#### 52.239-4100 YEAR 2000 COMPLIANCE

1. The following applies to Supply, Service and Construction contracts:

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, aparts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

2. The following applies to Architect-Engineering contracts:

a. The Architect/Engineer (A-E) shall insure that hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

End of Clause

(CENAB-CT Sep 1998)  
(FAR 39.105)  
(52.239-4100)

#### **DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE - AUG 1997**

(a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the Offeror's proposal, which both meet and exceed the provisions of the solicitation.

(2) The provisions of the solicitation (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION).

(3) All other provisions of the accepted proposal.

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

(End of Clause)

#### **PROPOSED BETTERMENTS – AUG 1997**

(a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.

(b) A "Betterment" is defined as any component or system, which exceeds the minimum requirements, stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterments.

(c) "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

(End of Clause)

#### **KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS - AUG 1997**

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

(End of Clause)

#### **RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN - MAY 2002**

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

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

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

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

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

(End of Clause)

WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) – MAY 2002

**(a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN".**

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

**(c) This design warranty shall be effective from the above event through the Statue of Limitations and Statute of Repose, as applicable to the state that the project is located in.**

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

(End of Clause)

**WARRANTY OF CONSTRUCTION WORK – AUG 1997**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, 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, or workmanship.

(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 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.

(End of Clause)

## **SEQUENCE OF DESIGN-CONSTRUCTION – AUG 1997**

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, <with the exception of...clearing, etc...> until the Government reviews the Final Design submission and determines it

satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

### **SEQUENCE OF DESIGN-CONSTRUCTION (FAST TRACK)**

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

### **CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998**

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

(End of Clause)

### **RECOMMENDED INSURANCE COVERAGE - MAR 2002**

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN", "WARRANTY OF DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnish by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

#### **TRAINING – FEB 2000**

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The

Contractor shall videotape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

#### **DESIGN CONFERENCES – AUG 1997**

(a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.

(b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

*(End of Clause)*

#### **VALUE ENGINEERING AFTER AWARD – JUNE 1999**

(a) In reference to Contract Clause 52.248-3, "Value Engineering – Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the

**Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.**

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

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

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

(End of Clause)

**PARTNERING – FEB 2000**

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the **<NAME THE USING ORGANIZATIONS AND OTHER CRITICAL PARTIES HERE>**, the Contractor, primary subcontractors and designers and the Corps of Engineers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. Any cost associated with effectuating this partnership, excluding travel and lodging cost of Government personnel, will be borne by **<<SELECT AN OPTION TO SPECIFY: the Contractor/ each party/ the Government >>**. The partnering meetings shall be held in \_\_\_\_\_.

(End of Clause)

**DEVIATING FROM THE ACCEPTED DESIGN (JUN 2002)**

(a.) The Contractor must obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.

(b.) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.

(c.) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

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

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

**(End of Clause)**

#### **SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR**

The Contractor shall furnish the Contracting Officer within 10 days after the award the items of work he will perform with his own forces and the estimated cost of those items. The percentage of work that must be performed by the Contractor is stated in Contract Clause 52.236-1, "PERFORMANCE OF WORK BY THE CONTRACTOR"

(End of Clause)

#### **PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20% percent of the total amount of work to be performed under the contract, not including design work. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

#### **COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (Apr 1984)**

(a) The Contractor shall be required to (1) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (2) prosecute the work diligently, and (3) design and construct the entire work **ready for use not later than 112 calendar days after the date the Contractor receives the notice to proceed.** (b) Provisions stipulated for conducting test on heating and air conditioning systems and planting and maintenance of grass are excluded from the completion time stated above.

(End of Clause)

#### **COST LIMITATION - JUNE 1999**

The contract award for design and construction shall not exceed \$1,250,000.00 for this project. Offerors are under no obligation to approach this amount.

(End of Text)

WAGE DETERMINATION DECISION  
of the SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) of the Contract Clauses\*:

Decision No. DC030001 dated 31 October 2003

HEAVY CONSTRUCTION WAGE SCHEDULES FOR THE DISTRICT OF COLUMBIA ONLY APPLY TO THIS PROJECT.

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\*WAGE DETERMINATIONS: The provisions of the Davis-Bacon Act also apply to employees who work at off-site facilities such as batch plants, rock quarries, sand pits, and the like, which are set up exclusively to furnish material to the on-site construction project and are reasonably near the construction site. Accordingly, contractors are required to maintain complete records on such employees. However, operations of a "commercial supplies" or "material-man" established in proximity to but not on the actual site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the Federal project for a time. (29 CFR 5.2(1))

GENERAL DECISION DC030001 10/31/03 DC1  
General Decision Number: DC030001 10/31/2003

Superseded General Decision Number: DC020001

State: District of Columbia

Construction Types: Heavy (Heavy, and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines);  
HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 06/13/2003       |
| 1                   | 10/03/2003       |
| 2                   | 10/31/2003       |

ASBE0024-001 03/01/2003

|  | Rates    | Fringes |
|--|----------|---------|
| Asbestos Worker/Heat and Frost Insulator<br>Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls..... | \$ 23.35 | 10.35   |

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ASBE0024-002 03/01/2003

|  | Rates    | Fringes |
|--|----------|---------|
| Hazardous Material Handler<br>Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems..... | \$ 12.37 | 3.91    |

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BOIL0193-001 10/01/2002

|                  | Rates    | Fringes |
|------------------|----------|---------|
| Boilermaker..... | \$ 27.92 | 13.45   |

-----  
BRDC0001-001 04/28/2002

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Bricklayer.....\$ 23.75 5.37

-----  
CARP0132-001 05/01/2002

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Carpenter/Lather..... | \$ 21.57 | 3.76    |
| Piledriver.....       | \$ 19.95 | 4.50    |

-----  
CARP0132-003 05/01/1999

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Diver.....        | \$ 27.07 | 3.95    |
| Diver Tender..... | \$ 21.10 | 3.95    |

-----  
CARP1831-001 09/07/1998

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Millwright..... | \$ 20.07 | 3.69    |

-----  
ELEC0026-001 06/02/2003

|                  | Rates    | Fringes   |
|------------------|----------|-----------|
| Electrician..... | \$ 28.75 | 8.22+3%+a |

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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\* ELEC0026-008 07/01/2003

|   | Rates    | Fringes   |
|---|----------|-----------|
| Motor Repairmen<br>Removal and<br>reinstallation of<br>electrical motors..... | \$ 23.69 | 7.73+3%+a |

a. PAID HOLIDAYS:  
New Year's Day, Martin Luther King's Birthday, Inauguration Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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ELEC0070-001 03/31/2002

|                                       | Rates    | Fringes    |
|---------------------------------------|----------|------------|
| Line Construction:                    |          |            |
| Groundmen.....                        | \$ 14.00 | 2.45+17.5% |
| Linemen, Cable<br>Splicers, Equipment |          |            |
| Operators.....                        | \$ 24.48 | 2.45+17.5% |
| Truck with winch.....                 | \$ 14.00 | 2.45+17.5% |

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ENGI0077-001 05/01/2003

|   | Rates    | Fringes |
|---|----------|---------|
| Power equipment operators:<br>(HEAVY AND HIGHWAY<br>CONSTRUCTION) |          |         |
| GROUP 1.....  | \$ 24.04 | 5.37a+b |
| GROUP 2.....  | \$ 23.58 | 5.37a+b |
| GROUP 3.....  | \$ 22.87 | 5.37+a  |
| GROUP 4.....  | \$ 21.04 | 5.37+a  |
| GROUP 5.....  | \$ 16.50 | 5.37+a  |
| GROUP 6.....  | \$ 25.41 | 5.37+a  |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: 35 ton cranes & above, tower & climbing cranes, derricks, concrete boom pump, drill rigs (equivalent to L & Double L), mole.

GROUP 2: Backhoes, cableways, cranes, cherry pickers, elevating graders, hoists, paving mixers, power shovels, tunnel shovels. batch plants, shields, tunnel mining machines, gradalls, front end loaders, 3 1/2 cu. yds. and above, power driven wheel scoops and scrapers (50 cu. yds. struck capacity or above), rail tamper, draglines, boomcat, mucking machines, graders in tunnels, pile driving engines.

GROUP 3: Front end loaders below 3 1/2 cu. yds, boom trucks, hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 4: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze units, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 5: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.

GROUP 6: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY: Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

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ENGI0077-002 06/01/2003

|  | Rates    | Fringes |
|--|----------|---------|
| Power equipment operators:<br>(PAVING AND INCIDENTAL<br>GRADING) |          |         |
| GROUP 1.....   | \$ 19.40 | 4.40    |
| GROUP 2.....   | \$ 17.20 | 4.40    |
| GROUP 3.....   | \$ 16.10 | 4.40    |
| GROUP 4.....   | \$ 15.05 | 4.40    |
| GROUP 5.....   | \$ 13.90 | 4.40    |
| GROUP 6.....   | \$ 19.40 | 4.20    |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1: Gradall operator, Crane.
- GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer.
- GROUP 3: Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.
- GROUP 4: Broom Truck, Asphalt Roller.
- GROUP 5: Air Compressor, Grade Rollers.
- GROUP 6: Mechanic.

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ENGI0077-003 07/01/2003

|   | Rates    | Fringes |
|---|----------|---------|
| Power equipment operators:<br>(SEWER, GAS AND WATER LINE<br>CONSTRUCTION) |          |         |
| GROUP 1.....  | \$ 17.78 | 4.37+a  |
| GROUP 2.....  | \$ 17.38 | 4.37+a  |
| GROUP 3.....  | \$ 17.23 | 4.37+a  |
| GROUP 4.....  | \$ 17.15 | 4.37+a  |
| GROUP 5.....  | \$ 17.04 | 4.37+a  |
| GROUP 6.....  | \$ 16.87 | 4.37+a  |
| GROUP 7.....  | \$ 16.97 | 4.37+a  |
| GROUP 8.....  | \$ 16.87 | 4.37+a  |
| GROUP 9.....  | \$ 17.41 | 4.37+a  |
| GROUP 10.....   | \$ 16.76 | 4.37+a  |
| GROUP 11.....   | \$ 16.64 | 4.37+a  |
| GROUP 12.....   | \$ 16.55 | 4.37+a  |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoes, Cableways, Cranes, Derricks, Draglines, Power Shovels, Tunnel Shovels, Tunnel Mucking Machines (1 cubic yard capacity or above).

GROUP 2: Backhoes, Boom Cats, Cableways, Cranes, Derricks, Draglines, Elevating Graders, Hoists, Paving Mixers, Pile Driving Engines, Power and Tunnel Shovels, Tunnel Mucking Machines, Batch Plant, Concrete Pumps.

GROUP 3: Operators of Hydraulic Backhoes of below 1/2 yard capacity.

GROUP 4. Trenching machines above 83 inches.

GROUP 5: Trenching machines (up to & including 83"), Boilers (Skelton), Well Drilling Machines.

GROUP 6: Air Compressors (Tunnel).

GROUP 7: Front-end Loaders (Hi-Lift) and Bulldozers on Sewer and Water Line Work.

GROUP 8: Concrete Mixers, Power Driven Wheel Scoops and Scrapers, Blade graders, Motor Graders, Tunnel Mechanics, Tunnel Motormen.

GROUP 9: Mechanics.

GROUP 10: Bulldozers, Hydraulic Tamper and Hoe Pack Operators.

GROUP 11: Rollers.

GROUP 12: Air Compressors, Pumps, Welding Machines, Well Points.

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Martin Luther King's Birthday.

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IRON0005-001 06/01/2003

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| Ironworkers:              |          |         |
| Structural, Ornamental    |          |         |
| and Chain Link Fence..... | \$ 24.00 | 8.975   |

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IRON0201-001 05/01/2003

|              | Rates | Fringes |
|--------------|-------|---------|
| Ironworkers: |       |         |

Reinforcing.....\$ 22.45 9.75

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LABO0074-002 06/01/2002

|   | Rates    | Fringes |
|---|----------|---------|
| Laborers: (HAZARDOUS WASTE<br>REMOVAL, (EXCEPT ON<br>MECHANICAL SYSTEMS):<br>Preparation for, removing &<br>encapsulation of hazardous<br>materials from<br>non-mechanical systems) |          |         |
| Skilled Asbestos<br>Abatement Laborers.....   | \$ 14.62 | 2.95    |
| Skilled Toxic &<br>Hazardous Waste Removal<br>Laborers.....   | \$ 16.87 | 2.95    |

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LABO0456-002 06/01/2003

|  | Rates    | Fringes |
|--|----------|---------|
| Laborers: (PAVING &<br>INCIDENTAL GRADING)   |          |         |
| Asphalt Raker, Concrete<br>Saw Operator..... | \$ 15.19 | 3.90    |
| Asphalt Shoveler.....                        | \$ 14.72 | 3.90    |
| Asphalt Tammer,<br>Concrete Shoveler.....    | \$ 14.93 | 3.90    |
| Jack Hammer.....                             | \$ 15.10 | 3.90    |
| Laborer.....                                 | \$ 14.61 | 3.90    |
| Sand Setter, Form Setter....                 | \$ 15.76 | 3.90    |

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LABO0456-003 06/01/2003

|   | Rates    | Fringes |
|---|----------|---------|
| Laborers: (TUNNEL, RAISE &<br>SHAFT (FREE AIR) (FOR HEAVY<br>AND SEWER & WATER LINES<br>CONSTRUCTION) |          |         |
| GROUP 1.....  | \$ 18.59 | 2.95    |
| GROUP 2.....  | \$ 19.10 | 2.95    |
| GROUP 3.....  | \$ 20.43 | 2.95    |
| GROUP 4.....  | \$ 20.96 | 2.95    |

LABORERS CLASSIFICATIONS

GROUP 1: Brakeman, Bull Gang, Dumper, Trackman, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form  
Setters and Movers, Nippers, Cableman, Houseman, Groutman,  
Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner Plate or any Other Support, Material, Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers - Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzleman and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0456-004 06/01/2003

|  | Rates    | Fringes |
|--|----------|---------|
| Laborers: (HEAVY AND HIGHWAY AND SEWER & WATER LINES CONSTRUCTION) |          |         |
| GROUP 1.....   | \$ 18.02 | 2.95    |
| GROUP 2.....   | \$ 18.27 | 2.95    |
| GROUP 3.....   | \$ 18.40 | 2.95    |
| GROUP 4.....   | \$ 18.52 | 2.95    |
| GROUP 5.....   | \$ 18.88 | 2.95    |
| GROUP 6.....   | \$ 19.32 | 2.95    |
| GROUP 7.....   | \$ 19.54 | 2.95    |
| GROUP 8.....   | \$ 20.32 | 2.95    |

LABORERS CLASSIFICATIONS

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer, including installation and erection of fence, guard rails, median rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tie cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator up to 4 feet) asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equl, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermit welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (6 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills, (1 1/2" piston or larger), down the hole drills (3 1/2" piston or larger), gunnite or sandblaster nozzle man, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzle men and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder; hastings block or similar type)

GROUP 8: Licensed powdermen.

LABO0456-005 06/01/2003

|  | Rates          | Fringes |
|--|----------------|---------|
| Laborers: (TUNNEL, RAISE AND SHAFT (Compressed Air) for HEAVY CONSTRUCTION ONLY Gauge Pressure Work Period (Pounds) (Hours)) |                |         |
| 1-14   | 7.....\$ 22.43 | 2.95    |
| 14-18  | 6.....\$ 26.50 | 2.95    |

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

LABO0456-006 06/01/2003

|   | Rates    | Fringes |
|---|----------|---------|
| Laborers: (BRICK MASONRY WORK)                                  |          |         |
| Mason Tenders.....  | \$ 13.79 | 2.95    |
| Scaffold Builders, Mortarmen and Small Equipment Operators..... | \$ 14.47 | 2.95    |

MARB0002-003 05/01/2003

|   | Rates | Fringes |
|---|-------|---------|
| Marble & Stone Mason INCLUDES Pointing, Caulking and Cleaning of All types of |       |         |

masonry, brick, stone  
and cement structures.....\$ 26.67 9.40

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MARB0003-001 05/01/2002

|  | Rates    | Fringes |
|--|----------|---------|
| Mosaic & Terrazzo Worker,<br>Tile Layer..... | \$ 19.98 | 7.48    |

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MARB0003-004 05/01/2002

|  | Rates    | Fringes |
|--|----------|---------|
| Marble, Tile & Terrazzo<br>Finisher..... | \$ 16.42 | 6.52    |

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PAIN0051-001 06/16/2003

|   | Rates    | Fringes |
|---|----------|---------|
| Painters:<br>All Industrial Work.....   | \$ 22.36 | 6.66    |
| Bridge, Heavy Highway,<br>Lead Abatement and<br>Flame/Thermal Spray.....                  | \$ 24.25 | 6.66    |
| Commercial and Mold<br>Remediation, Painters,<br>Wallcovers and Drywall<br>Finishers..... | \$ 20.94 | 6.66    |
| Metal Polishing and<br>Refinishing.....   | \$ 18.81 | 6.66    |

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PLAS0891-001 05/01/2002

|  | Rates    | Fringes |
|--|----------|---------|
| Cement Masons:<br>HEAVY CONSTRUCTION ONLY..... | \$ 21.87 | 3.895   |

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PLAS0891-002 06/01/2002

|   | Rates    | Fringes |
|---|----------|---------|
| Cement Masons: (PAVING &<br>INCIDENTAL GRADING)<br>Cement Masons..... | \$ 15.50 | 3.90    |
| Concrete Saw Operators.....   | \$ 15.50 | 3.90    |
| Form Setters.....   | \$ 15.50 | 3.90    |

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PLUM0005-001 08/01/2003

|              | Rates    | Fringes   |
|--------------|----------|-----------|
| Plumber..... | \$ 28.22 | 10.19 + a |

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-005 08/01/2003

|   | Rates    | Fringes |
|---|----------|---------|
| Steamfitter, Refrigeration<br>& Air Conditioning Mechanic.... | \$ 28.17 | 10.22   |

a. PAID HOLIDAYS: New Year's Day, Independence Day, Thanksgiving Day and the day after Thanksgiving, Labor Day and Christmas Day.

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SHEE0100-001 07/01/2003

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Sheet Metal Worker..... | \$ 27.13 | 8.81    |

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TEAM0639-001 03/07/2002

|  | Rates    | Fringes |
|--|----------|---------|
| Truck drivers: (HEAVY &<br>HIGHWAY CONSTRUCTION)<br>Tandem & Triaxle (3 or<br>more axles, including<br>steering axle)..... | \$ 15.00 | 5.02+a  |
| Tractor-trailer, Low-boy....   | \$ 18.00 | 5.02+a  |

a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.

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TEAM0639-002 04/01/2002

|   | Rates    | Fringes  |
|---|----------|----------|
| Truck drivers: (HEAVY &<br>HIGHWAY CONSTRUCTION)<br>Concrete Mixer Drivers..... | \$ 15.95 | 5.07+a+b |

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, or any day celebrated publicly in the District of Columbia as one of the above holidays.

b. PAID VACATIONS: Employees with one (1) year of service shall be entitled to a vacation of one (1) week; five (3)

years of service are entitled to two (2) weeks; fifteen (10)  
years of service are entitled to three (3) weeks; twenty (20)  
years of service are entitled to four (4) weeks.

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TEAM0639-005 09/01/2003

|  | Rates    | Fringes |
|--|----------|---------|
| Truck drivers: (PAVING &<br>INCIDENTAL GRADING)<br>All paving projects<br>where the grading is<br>incidental to the paving.... | \$ 13.25 | 3.24    |

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

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#### 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, DC 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, DC 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, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION