

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 207		
2. CONTRACT NO.		3. SOLICITATION NO. W912PL-04-R-0014	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 18 May 2004	6. REQUISITION/PURCHASE NO. 04-R-0014 FT IRWIN RANGE MAINT			
7. ISSUED BY CONTRACTING DIVISION P.O. BOX 532711 LOS ANGELES CA 90053-2325			CODE W912PL	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
			See Item 7		TEL:	TEL:	FAX:	
			FAX: 213.452.4184		FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME PATRICIA B BONILLA		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 213/452-3255		C. E-MAIL ADDRESS Patricia.B.Bonilla@usace.army.mil		
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.								

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6,000,000	Dollars, U.S.		
	FT IRWIN ME RANGE MAINT BASE YEAR FFP PURCHASE REQUEST NUMBER: 04-R-0014 FT IRWIN RANGE MAINT				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		6,000,000	Dollars, U.S.		
OPTION	FT IRWIN ME RANGE MAINT OPT YEAR 1 FFP PURCHASE REQUEST NUMBER: 04-R-0014 FT IRWIN RANGE MAINT				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		6,000,000	Dollars, U.S.		
OPTION	FT IRWIN ME RANGE MAINT OPT YEAR 2 FFP PURCHASE REQUEST NUMBER: 04-R-0014 FT IRWIN RANGE MAINT				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		6,000,000	Dollars, U.S.		
OPTION	FT IRWIN ME RANGE MAINT OPT YEAR 3 FFP PURCHASE REQUEST NUMBER: 04-R-0014 FT IRWIN RANGE MAINT				
					NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		5,500,000	Dollars, U.S.		
OPTION	FT IRWIN ME RANGE MAINT OPT YEAR 4 FFP PURCHASE REQUEST NUMBER: 04-R-0014 FT IRWIN RANGE MAINT				
					NET AMT

FOB: Destination

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

EXECUTIVE SUMMARY

1. The objective of this contract is to provide range maintenance surface and limited subsurface clearance services to safely locate, identify, mark and dispose of munitions and explosives (ME) at the national training center, Ft Irwin, California. The facility is an active military installation used for military training. ME may be a safety hazard to personnel conducting range maintenance. Innovative technologies/approaches, which have been demonstrated and proven

effective, are encouraged. The government intends to award a contract based upon that information contained in the offeror's initial proposal (without discussions), circumstances permitting. It is also conceivable that award will not be possible without discussions. This requirement is set aside for small business concerns under the standard industrial classification (NAIC) code 562910.

2. Notwithstanding 52.215-1 (section L), only one award will be made from this solicitation. The resultant contract awarded from this solicitation will be an indefinite delivery, indefinite quantity (IDIQ) type contract. Information in the Pricing Schedule will provide a basis for pricing of individual task orders. Task orders may be: 1) firm-fixed-price (FFP), and/or 2) Time-and-materials (T&M). It is anticipated that firm-fixed-price task orders will be used for normal range maintenance. However, task orders may be issued on a T&M basis for incidental ME requirements in support of other Fort Irwin activities (such as construction or archeological/biological requirements. T&M orders may be awarded unilaterally or bilaterally; fixed-price orders will be bilaterally negotiated. The proposed contract is for a one base year and four one-year options.

3. The ordering period shall commence upon the date of award and shall continue for a period of five years if exercised. The government is under no obligation to issue any orders against Contracts resulting from this solicitation in excess of the minimum Contract obligation. The estimated maximum contract capacity is \$29,500,000.00 over the period of five years (one base year and 4 option years). The Estimated annual usage is less than \$6 million. The contract awarded under this solicitation shall have a total guaranteed minimum amount of \$12,000.00 for the base year and \$6,000 for each option year exercised by the Government. The guaranteed minimum may be met by obligating funds and/or issuing task orders against the base contract(s) that meet or exceed the minimum guarantee amounts.

4. The government reserves the right to synopsise and award other Contracts for similar work within the geographic areas described in Section C prior to contract award or during contract performance of the resultant contract.

5. The unit prices of the offeror's proposal for both fixed-price and time-and-materials will be used for all future task orders of this Contract.

Pricing Schedule

The offeror shall propose for the T&M contract line item numbers (CLIN) 1 - 5. Actual negotiated amounts will be determined on a task order basis. The offeror shall, also, propose for the fixed price CLINs 6 - 51.

Base year - performance of work shall be in accordance with statement of work as set forth in Section C for a period of one year from date of award.

ITEM	DESCRIPTION	QTY	U/I	UNIT PRICE	AMOUNT
0001	MATERIALS AND SUBCONTRACTS HANDLING CHARGE FOR TIME AND MATERIALS	0	%	_____	0
0002	TRAVEL HANDLING COST	0	%	_____	0
0003	GENERAL AND ADMINISTRATIVE MULTIPLIER FOR FIRM FIXED PRICED ORDERS	0	%	_____	0
0004	NOT USED				
0005	LABOR BY JOB CLASSIFICATION/DISCIPLINE FOR TIME AND MATERIALS ORDERS (FULLY BURDENED INCLUDING PROFIT/FEE			BASE RATE FOR NEGOTIATED ACTIONS	
0005AA	Administrative Clerk	0	HR		
0005AB	Archeological Technician III	0	HR		
0005AC	Assistant Senior UXO Supervisor	0	HR		
0005AD	Biologist	0	HR		
0005AE	Certified Industrial Hygienist	0	HR		
0005AF	Chemist	0	HR		
0005AG	Civil Engineer	0	HR		
0005AH	Drafter I	0	HR		
0005AJ	Emergency Medical Technician	0	HR		
0005AK	Environmental Engineer	0	HR		
0005AL	Field Office Administrator	0	HR		
0005AM	Geologist	0	HR		

0005AN	Geophysical Instrument Operator	0	HR		
0005AP	Geophysicist	0	HR		
0005AQ	GIS Analyst	0	HR		
0005AR	GIS Manager	0	HR		
0005AS	GIS Technician	0	HR		
0005AT	Heavy Equipment Operator	0	HR		
0005AU	Industrial Hygienist	0	HR		
0005AV	Lab Technician	0	HR		
0005AW	Laborer	0	HR		
0005AX	Mechanic	0	HR		
0005AY	Program Manager	0	HR		
0005AZ	Project Manager	0	HR		
0005BB	Safety Engineer	0	HR		
0005BC	Security Guard	0	HR		
0005BD	Senior UXO Supervisor*	0	HR		
0005BE	Surveying Technician	0	HR		
0005BF	Surveyor	0	HR		
0005BG	Truck Driver	0	HR		
0005BH	UXO Quality Control Specialist*	0	HR		
0005BJ	UXO Safety Manager*	0	HR		
0005BK	UXO Safety Officer*	0	HR		
0005BL	UXO Sweep Personnel*	0	HR		
0005BM	UXO Technician I*	0	HR		
0005BN	UXO Technician II*	0	HR		
0005BP	UXO Technician III*	0	HR		
0005BQ	Word Processor	0	HR		
	* FOR RFP PURPOSES ONLY, ORDER WILL NOT INCLUDE HAZARDOUS PAY DIFFERENTIAL.				
	NOTE FOR EACH SCRAP WEIGHT CLASS AND LAND TYPE AS FOLLOWS: \$ PER GRID UNIT				

	<p>PRICE SHALL INCLUDE ALL COSTS ON THE PROJECT, NOT JUST THE FIELD COST TO SWEEP THE GRID AND BRING IN SCRAP. ALL COSTS MEAN JUST THAT, COSTS FOR ALL REPORTS, MEETINGS, ESCORTS, WORK PLANS, ETC. COST TO DISFIGURE INCLUDES THE VENTING, DEMIL' AND/OR MUTILATATION OF ALL ITEMS REQUIRING THOSE PROCEDURES. CLINS AA THROUGH AC. INCLUDE ALL COSTS ASSOCIATED WITH PERFORMANCE OF THIS TASK INCLUDING PER DIEM, TRANSPORTATION, LABOR, O&M, MATERIAL, MANAGEMENT, ETC. ALL INCLUSIVE. EACH OFFEROR WILL BE PROPOSING THE BEST UNIT PRICES POSSIBLE. THESE UNIT PRICES MUST CONSIDER THE MONTHLY AVERAGE OF 30 GRIDS PER MONTH COMPLETED. THESE UNIT PRICES WILL BE USED FOR FUTURE TASK ORDERS AND INCLUDE PROFIT.</p> <p>WEIGHT CLASS 1: 0 - 250 POUNDS OF SCRAP PER GRID.</p> <p>WEIGHT CLASS 2: 251 - 500 POUNDS OF SCRAP PER GRID.</p> <p>WEIGHT CLASS 3: 501 - 1000 POUNDS OF SCRAP PER GRID.</p> <p>WEIGHT CLASS 4: 1001 - 2000 POUNDS OF SCRAP PER GRID.</p> <p>WEIGHT CLASS 5: 2001 - 5000 POUNDS OF SCRAP PER GRID.</p> <p>WEIGHT CLASS 6: 5001 - 10000 POUNDS OF SCRAP PER GRID.</p> <p>WEIGHT CLASS 7: 10001 - 50000 POUNDS OF SCRAP PER GRID. Weights above 50000 pounds are not anticipated. However, if encountered, weights above 50000 pounds will be paid at the Class 7 unit prices.</p>				
0006	WEIGHT CLASS 1: GRID TYPE 1 -FLAT, DRIVING TIME LESS THAN 1 HOUR	1.00	JB		
0006AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0006AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0006AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		

0007	WEIGHT CLASS 1: GRID TYPE 2 - FLAT, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0007AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0007AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0007AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0008	WEIGHT CLASS 1: GRID TYPE 3 - FLAT WITH GULLIES, DRIVING TIME LESS THAN ONE HOUR.	1.00	JB		
0008AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0008AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0008AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0009	WEIGHT CLASS 1: GRID TYPE 4 - FLAT WITH GULLIES, DRIVING TIME MORE THAN ONE HOUR.	1.00	JB		
0009AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0009AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0009AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0010	WEIGHT CLASS 1: GRID TYPE 5 - ROUGH, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0010AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0010AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0010AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0011	WEIGHT CLASS 1: GRID TYPE 6 - ROUGH, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0011AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0011AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0011AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0012	WEIGHT CLASS 2: GRID TYPE 1 - FLAT, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0012AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0012AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0012AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0013	SCENARIO 2: GRID TYPE 2 - FLAT, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		

0013AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0013AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0013AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0014	WEIGHT CLASS 2: GRID TYPE 3 - FLAT WITH GULLIES, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0014AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0014AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0014AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0015	WEIGHT CLASS 2: GRID TYPE 4 - FLAT WITH GULLIES, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0015AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0015AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0015AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0016	WEIGHT CLASS 2: GRID TYPE 5 - ROUGH, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0016AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0016AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0016AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0017	WEIGHT CLASS 2: GRID TYPE 6 - ROUGH, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0017AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0017AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0017AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0018	WEIGHT CLASS 3: GRID TYPE 1 - FLAT, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0018AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0018AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0018AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0019	WEIGHT CLASS 3: GRID TYPE 2 - FLAT, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		

0019AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0019AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0019AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0020	WEIGHT CLASS 3: GRID TYPE 3 - FLAT WITH GULLIES, DRIVING TIME LESS THAN ONE HOUR.	1.00	JB		
0020AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0020AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0020AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0021	WEIGHT CLASS 3: GRID TYPE 4 - FLAT WITH GULLIES, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0021AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0021AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0021AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0022	WEIGHT CLASS 3: GRID TYPE 5 - ROUGH, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0022AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0022AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0022AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0023	WEIGHT CLASS 3: GRID TYPE 6 - ROUGH, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0023AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0023AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0023AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0024	WEIGHT CLASS 4: GRID TYPE 1 - FLAT, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0024AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0024AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0024AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0025	WEIGHT CLASS 4: GRID TYPE 2 - FLAT, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0025AA	COST TO INVESTIGATE GRID, MARK UXO		EA		

0025AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0025AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0026	WEIGHT CLASS 4: GRID TYPE 3 - FLAT WITH GULLIES, DRIVING TIME LESS THAN ONE HOUR.	1.00	JB		
0026AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0026AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0026AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0027	WEIGHT CLASS 4: GRID TYPE 4 - FLAT WITH GULLIES, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0027AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0027AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0027AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0028	WEIGHT CLASS 4: GRID TYPE 5 - ROUGH, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0028AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0028AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0028AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0029	WEIGHT CLASS 4: GRID TYPE 6 - ROUGH, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0029AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0029AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0029AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0030	WEIGHT CLASS 5: GRID TYPE 1 - FLAT, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0030AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0030AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0030AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0031	WEIGHT CLASS 5: GRID TYPE 2 - FLAT DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0031AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0031AB	COST TO RETRIEVE AND HAUL SCRAP		EA		

0031AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0032	WEIGHT CLASS 5: GRID TYPE 3 - FLAT WITH GULLIES, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0032AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0032AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0032AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0033	WEIGHT CLASS 5: GRID TYPE 4 - FLAT WITH GULLIES, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0033AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0033AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0033AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0034	WEIGHT CLASS 5: GRID TYPE 5 - ROUGH, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0034AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0034AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0034AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0035	WEIGHT CLASS 5: GRID TYPE 6 - ROUGH, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0035AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0035AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0035AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0036	WEIGHT CLASS 6: GRID TYPE 1 - FLAT, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0036AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0036AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0036AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0037	WEIGHT CLASS 6: GRID TYPE 2 - FLAT, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0037AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0037AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0037AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0038	WEIGHT CLASS 6: GRID TYPE 3 - FLAT WITH GULLIES, DRIVING TIME LESS THAN ONE	1.00	JB		

	HOUR				
0038AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0038AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0038AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0039	WEIGHT CLASS 6: GRID TYPE 4 - FLAT WITH BULLIES, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0039AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0039AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0039AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0040	WEIGHT CLASS 6: GRID TYPE 5 - ROUGH, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0040AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0040AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0040AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0041	WEIGHT CLASS 6: GRID TYPE 6 - ROUGH, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0041AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0041AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0041AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0042	WEIGHT CLASS 7: GRID TYPE 1 - FLAT, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0042AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0042AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0042AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0043	WEIGHT CLASS 7: GRID TYPE 2 - FLAT, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0043AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0043AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0043AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0044	WEIGHT CLASS 7: GRID TYPE 3 - FLAT WITH GULLIES, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		

0044AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0044AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0044AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0045	WEIGHT CLASS 7: GRID TYPE 4 - FLAT WITH BULLIES, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0045AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0045AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0045AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0046	WEIGHT CLASS 7: GRID TYPE 5 - ROUGH, DRIVING TIME LESS THAN ONE HOUR	1.00	JB		
0046AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0046AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0046AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0047	WEIGHT CLASS 7: GRID TYPE 6 - ROUGH, DRIVING TIME MORE THAN ONE HOUR	1.00	JB		
0047AA	COST TO INVESTIGATE GRID, MARK UXO		EA		
0047AB	COST TO RETRIEVE AND HAUL SCRAP		EA		
0047AC	COST TO DISFIGURE (DEMIL, VENT AND/OR MUTILATE)		EA		
0048	INITIAL MOBILIZATION COST	1.00	LS		
	ESCALATION FACTORS - TIME-AND-MATERIALS				
0049	ESCALATION FACTOR FOR OPTION YEAR 1: _____ %		%	_____	
0050	ESCALATION FACTOR FOR OPTION YEAR 2: _____ %		%	_____	
0051	ESCALATION FACTOR FOR OPTION YEAR 3: _____ %		%	_____	
0052	ESCALATION FACTOR FOR OPTION YEAR 4: _____ %		%	_____	
	ESCALATION FACTORS - FIXED PRICE				
0053	ESCALATION FACTOR FOR OPTION YEAR 1: _____ %		%	_____	

0054	ESCALATION FACTOR FOR OPTION YEAR 2: _____ %		%	_____	
0055	ESCALATION FACTOR FOR OPTION YEAR 3: _____ %		%	_____	
0056	ESCALATION FACTOR FOR OPTION YEAR 4: _____ %		%	_____	

PROCUREMENT NOTES:

- Initial mobilization cost (CLIN 0048), include labor, equipment, transportation, work plans, demobilization, etc. See Section C for further description.
- Escalation factor for T&M shall not be applied to profit fee.
- Base Rate shall be direct wages including any fringe benefit required under the Service Contract Act or Fringe Benefits paid to the professional categories of employees, it does not include any other indirect costs such as labor overhead or payroll taxes.

END OF SECTION B

SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

RANGE MAINTENANCE CLEARANCE AT THE NATIONAL TRAINING CENTER (NTC)
FT IRWIN, CALIFORNIA
6 May 2004

1.0 OBJECTIVE:

The contractor shall provide range maintenance surface clearance services to safely locate, identify, mark and dispose of Munitions and Explosives (ME) at the National Training Center, Ft Irwin California. In addition, the contractor will provide periodic target debris removal, ME activities in support of construction and archeological activities on an as needed basis. Individual task orders will be negotiated for each type of service. The facility is a current active military installation used for military training and other purposes in support of today's active army. ME may be a safety hazard to personnel conducting range maintenance. Innovative technologies/approaches, which have been demonstrated and proven effective, are encouraged. It is the intent of the Government to award primarily firm-fixed-price task orders, however, a provision for Time-and-Materials task orders are included in this basic contract.

2.0 GENERAL

2.1 DEFINITIONS

2.1.1 Access Procedures. Those actions taken to exactly locate and to gain access to UXO.

2.1.2 Construction Support. Provide UXO support for NTC construction activities, such as buildings or roads that are to be built in areas contaminated with munition. The contractor will perform munition location/identification/avoidance/removal support as needed, so construction activities can be accomplished. Construction Support efforts will be issued as separate task orders to the basic contract. Munition location/identification/avoidance/removal may be of a subsurface nature prior to allowing excavation equipment to dig.

2.1.3 Disfigurement. The process of applying procedures beyond demilitarization and venting requirements by cutting with a saw, torch, shredding or smelting to expose, cavities, internal fillers and make munition items unrecognizable.

2.1.4 Explosive Hazards. An explosive hazard is defined as, any condition, which may result in or contribute to the severity of an explosive accident or incident. Small arms are defined as .50 cal. and smaller. Small arms can be an explosive hazard but are not considered as dangerous when compared to ammunition larger than .50 cal. Live small arms cannot/will not be turned in with certified inert small arms brass and will be cause for QA failure. However, live small arms found in the grid, is not a cause for QA failure, unless stated in the individual task order.

2.1.5 Explosive Ordnance Disposal Personnel (EOD). Active duty military EOD personnel.

2.1.6 Hazardous, Toxic and Radioactive Waste (HTRW). Waste or media (i.e. air, water, soil, etc.) contaminated with chemicals or compounds that have been determined to be harmful to human health and the environment and are regulated by Federal and State law.

2.1.7 Inert Munition. Any munition item, which has no explosives, incendiary, or toxic hazard. These can be munition items, which have functioned as designed, leaving an inert carrier, an item manufactured inert to serve a specific training purpose. ME scrap consists of munition fragments/demil components. Non-ME scrap such as target debris or other metal debris is part of this contract.

2.1.8 NTC Support Activities. ME support to NTC personnel when activities are to be conducted in areas where UXO may be present. The contractor may be required perform munition avoidance, location, identification, excavation, removal, disposal or safety briefings, as needed in support to NTC activities, such as construction, archeological, biological, etc. This Support effort will be issued as separate task orders to the basic contract.

2.1.9 Munitions and Explosives (ME). ME is ammunition, ammunition components, chemical or biological warfare material, or explosives that have been abandoned, expelled from demolition pits or burning pads, lost, discarded, buried, or fired. Such ammunition, ammunition components and explosives are no longer under record accountable control, or any DoD organization or activity.

2.1.10 Quality Assurance (QA). The procedures by which the Government fulfills its responsibility to be certain that QC is functioning and the specified product is realized and attained.

2.1.11 Quality Control (QC). The contractor's system to manage, control and document his activities to comply with the contract requirements.

2.1.12 Range Debris. All munitions and munitions related scrap, including Concertina wire, all metal debris other than target debris, tires, expended simulator carcasses and all non-biodegradable debris deposited within the grid.

2.1.13 Surface Clearance. ME scrap removal and marking of live UXO visually seen on the surface. This includes the subsurface investigation for partially buried UXO in order to positively identify the item, if required.

2.1.14 Target Debris. Established hulks, which are used as targets and all related debris within a 150meter radius of a designated hulk.

2.1.15 Metal Debris. All metal debris, regardless of type, outside the 150meter radius within the grid. Those debris may be of an isolated nature that may have been left from field repairs, including tank tracks, roller wheels, shocks and all related elements.

2.1.16 Unexploded Ordnance (UXO). Military munitions that have been primed, fuzed, armed, or otherwise prepared for action, and have been

fired, dropped, launched, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material and remain unexploded either by malfunction, design, or any other cause.

2.1.17 UXO Personnel. Former qualified EOD personnel. Qualifications of UXO personnel are listed in paragraph 3.6 below.

2.2 Safety.

2.2.1 The contractor shall develop a Site Safety and Health Plan in accordance with MR-005-06. Section J.

2.2.2 The contractor shall devise a systematic method of conducting daily safety inspections to evaluate operating areas and personnel performance with the goal of eliminating hazards. Copies of all safety inspection results shall be included in the Weekly Status Report (WSR). The WSR shall be provided in accordance with MR-085.01. The Safety Officer shall accompany any Federal, State or installation regulatory official performing on-site evaluations of contractor operation. The contractor shall cooperate to the maximum extent possible with such safety regulatory personnel but shall not deviate from the Government-approved Site Safety and Health Plan. Essential Personnel and Personnel limits will be in accordance with CEHNC Interim Guidance Document (IGD) 04-01. However, for this contract, all installation personnel involved in range operations, military, civilian or contractor, authorized access to the training areas by nature of job necessities are exempt from this requirement.

2.2.3 Attachment A is EP 385-1-95a Basic Safety Concepts and Considerations for Ordnance and Explosive Operations and is required during all range maintenance work performed under this work effort.

2.3 Communications.

2.3.1 Currently, the installation is providing all the radios in order to control frequencies. However, the contractor shall provide all communications equipment, to accomplish the range maintenance work as required in any specific task order if the installation no longer supports the communication effort. All communications equipment will be approved for use thru Ft. Irwin's communications control department, SPECTRUM.

2.3.2 The contractor will provide an alternate means of communication such as cell phones for emergency purposes.

3.0 SPECIFIC SERVICES

3.1 General. The contractor shall, upon receipt of an order, supply all personnel, tools, equipment, transportation, materials and supervision, except as otherwise noted, to safely locate, identify, consolidate, mark, transport, apply disfigurement and dispose of all surface ME and deposited debris (including isolated metal debris) within the project site, as identified in each task order. This contract allows the contractor to perform demolition of UXO, however, each individual task order will state whether the contractor destroys the UXO or just marks the UXO for EOD to destroy. The contractor will utilize both traditional and innovative methods (as suitable) for range

maintenance (i.e., on-site source control/containment, on-site disposal/treatment, and off-site disposal/treatment).

3.1.1 The contractor shall identify a single Project Manager (PM) to coordinate all administrative and cost accounting details of all task orders. All work shall be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors, and omissions and ensure the accuracy of all output. This position is required to be an on-site full time position and meet the minimum requirements of a Project Manager and UXO Technician III in accordance with paragraphs 3.6.3.4.b and 3.6.4.1 below.

3.1.2 Task Orders. A specific SOW as well as the types and numbers of submittals and dates required will be included in the individual task orders. These dates identify when information is due in the Los Angeles District Environmental Construction Branch office and the office of other addressees identified in the order. The types and numbers of submittal and dates, and places for review meetings will be established by each task order under this contract.

3.1.3 Government Administrative Support. The contractor shall provide and maintain for use by the Government an office not less than 130 sq ft. In addition, the contractor will provide the following:

- Three separate telephone lines for a telephone, computer and fax machine. All lines will have to be able to be used as a data port for computer use.
- Telephone service will include voice mail, caller ID, conference calling.
- High Speed Internet such as DSL or cable.
- General administrative office supplies, such as paper, printing cartridges, notepads etc.

3.1.4. Government Vehicle Support. The contractor will provide the following for use by the Government:

- Minor maintenance and repairs on the USACE government vehicle. This maintenance will consist of oil and all filter replacement, tire repair, shock repair or replacement and general vehicle upkeep as requested.
- Provide all field safety equipment, such as radios, large first aid kit and portable fire extinguisher.

3.1.5. The contractor shall also record, on DVD, site operations. A minimum of 30 minutes for every three months of contract performance, it is envisioned that all aspects of operations, especially any unusual or non-standard events, will be recorded per DVD.

3.1.6. The contractor shall prepare written reports as specified in the individual task order(s). The written reports will be due as specified by the Task Order or Contracting Officer (CO).

3.1.7. All tasks to be completed under this contract shall be performed in accordance with the applicable provisions of 29 CFR 1910.120 and the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

3.2 Transition Period (Continuity of Services). A transition period of 60 days from date of Notice to Proceed is being provided for transition to a follow-on contractor. The work to be included during the transition period is as follows, 1) mobilization, 2) site familiarization and 3) development of work plans and standard operating procedures (SOP). During this period the contractor will be required to meet all standards required by the installation in order to accomplish the field operations. This may include, but is not limited to attending briefings for range access, military police checks, vehicle and personnel access to the installation establishment of vendors, etc. The contractor will be allowed to accompany incumbent contractor on limited field operations as coordinated with the USACE onsite safety specialist/COTR. An escorted field observation will be authorized to assist in the preparation of the Work Plan (WP). During the transition period for any field activities, particular attention shall be directed to environmentally sensitive areas and concerns, i.e. Desert Tortoise habitats and Shrub re-growth areas, which shall be explicitly addressed in the Work Plan. No munition/explosive handling or intrusive activities shall be conducted during the during the transition period. The transition teams shall include, at minimum, the Project Manager (PM) and Senior UXO Supervisor (SUXOS), who will be assigned to the ME range maintenance effort under subsequent task orders.

3.2.1 Mobilization.

The follow-on contractor will be required to mobilize on site in accordance with the Notice to Proceed. The contractor will be required to provide temporary facilities at the location of the existing compound for the transition team. This will require coordination with the onsite USACE representative, incumbent contractor and Directorate of Public Works for utilities. Mobilization also includes the demobilization at the termination or conclusion of this contract.

3.2.2 Demobilization

Upon contract completion the contractor will provide for a transition period of 60 days for transition for the next follow-on contractor. During the transition period, the contractor will be required to maintain range activities as well as cooperate with the incoming contractor, COTR and installation in order to provide uninterrupted continuity of services. This will include providing office space to the follow-on contractor's transition team.

3.2.3 Work Plan (WP). The contractor shall prepare and submit, for Contracting Officer Approval, a WP in accordance with MR-005-01, describing how the required effort will be accomplished. The contractor will not mobilize more than the transition team or begin working until the WP has been approved. See Section J

3.3 Range Maintenance. The contractor shall conduct ME operations as defined in each task order per paragraph 3.1. The contractor will utilize both traditional and innovative methods (as suitable) for range maintenance (i.e., on-site disposal or treatment, off-site disposal or treatment).

3.4 Other ME Support Activities. The contractor may be required through a separate action under this contract to perform the following activities.

3.4.1 Target Debris Removal. Provide target debris removal support that is located in ME contaminated areas, within the training areas of Ft. Irwin. The contractor will mark all UXO for disposal, consolidate if possible and certify all debris, hazard free, prior to leaving the site. The contractor will institute a method IAW DoD 4160.21-M-1, to demilitarize and remove range debris directly from the location for final disposition. The contractor will prepare and submit a separate work plan and specific site safety and health plan for this activity, describing how the effort will be safely accomplished, including an equipment list and personnel requirements to be utilized, for approval by the CO.

3.4.2 ME Construction Support. Provide ME construction support in ME contaminated construction sites. The contractor will render the site to be excavated free of UXO by performing surface and subsurface removals prior to a building contractor digging in the area of concern. This may require the UXO contractor to operate heavy excavation equipment.

3.4.3 NTC Personnel Support. Provide ME avoidance, location, identification, removal and/or disposal support for Ft. Irwin. Some examples of support activities may be Archeological, Biological or as requested.

3.5 Locations, Surveys and Mapping.

The contractor will provide location surveys and mapping using government provided maps of the site, to locate and document areas cleared of UXO. If base-mapping information is not available for a given site, the contractor will be required to provide surveying and mapping of a given range/area as required by the COTR Further details of surveying, mapping and aerial photography are covered in MR-005-07.

3.6 The qualifications of key personnel shall be as listed below. The Contractor shall document and submit the qualifications of these key personnel in a Personnel Resume formatted per DID MR-025. The Contractor shall certify in writing to the CO that all personnel scheduled to fill UXO positions, except UXO Sweep Personnel, are in full compliance with 18 U.S.C. 842. Federal employees, military or civilian, shall not be employed by the contractor in performance of any work under the contract; i.e., during off duty hours, regular hours, or while on annual leave.

3.6.1 The above submittals shall include the legal residence (county and state).

3.6.2 Unexploded Ordnance (UXO) Personnel, General.

3.6.2.1 UXO personnel, assigned to positions UXO Technician I, UXO Technician II, UXO Technician III, UXO Safety Officer, UXO Quality Control Specialist, and Senior UXO Supervisor, shall be a U.S. citizen (with the exception listed in Para.

3.6.2.5) and a graduate of one of the following schools or courses:

- a. U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD;
- b. U.S. Naval EOD School;
- c. EOD Assistants Course, Redstone Arsenal, AL; EOD Assistants Course, Eglin Air Force Base, FL, or, a DoD certified equivalent course.

3.6.2.2 The term UXO Qualified Personnel applies only to personnel meeting the requirements for the positions of UXO Technician II, UXO Technician III, UXO Safety Officer, UXO Quality Control Specialist, and Senior UXO Supervisor.

3.6.2.3 UXO Experience. UXO personnel may get credit for experience under the two following conditions.

(1) Experience will be granted for assignment to a military active duty EOD position and/or for a contractor position designated in the Service Contract Act, Directory Of Occupations as a UXO Technician. For the purpose of calculating UXO experience for this contract, EOD time starts on the month of graduation if the graduation certificate is dated 1st through the 15th of the month. The EOD time will start the following month the certificate is dated on the 16th of the month or later. Only EOD assignments will count thereafter as UXO experience while serving in the military.

(2) Civilian time will only be counted for personnel filling a UXO position and working on MEC Procedures or MEC-Related Procedures as defined in EP 385-1-95a, TERMS. Experience on civilian bomb squads or as a safety office for an explosive manufacturer does not qualify as UXO experience under this contract.

3.6.2.4 EOD experience in National Guard or Reserve Units shall be based on the actual documented time spent on active duty, not on the total time of service.

3.6.2.5 Non-U.S. Citizens

a. Before hiring UXO Technicians who are not U.S. citizens, the contractor shall be required to demonstrate that all efforts to obtain the required number of U.S. workers has been exhausted. The documentation should reflect the extent of recruitment activities that were undertaken (e.g., nation-wide recruitment notices or announcements) and include the results achieved (i.e., number of qualified U.S. applicants available for the position(s) to be filled,

number of offers extended, number of declinations, rationale for not extending an offer to a qualified applicant, etc.).

b. The contractor shall be prohibited from hiring any worker whose training does not qualify the worker for doing the job for which he/she is hired. The contractor shall be required to provide a certification for each non-U.S. worker hired. The certification shall include a risk-based analysis of the work or activities to be performed and shall demonstrate that the proposed worker has received adequate training and experience to qualify him/her for the specific position. Completion of Explosive Ordnance Disposal (EOD) training in foreign nations that is comparable to the U.S. EOD training shall be used to demonstrate the qualifications for proposed workers. The contractor's certification shall be provided to the Contracting Officer for approval.

c. The non-U.S. workers hired by contractors must also meet other legal requirements for working in the U.S.

d. The contractor shall ensure that non-U.S. citizens do not have access to the classified portions of the TM-60 publications.

3.6.3 Key Personnel.

3.6.3.1 Senior UXO Supervisor (SUXOS). This individual shall be a graduate of a school listed in paragraph 4.5.3.1.a or 4.5.3.1.b. This individual shall have at least 15 years UXO experience, which shall include 5 years in supervisory positions. A SUXOS must be able to fully perform all of the functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. In addition, the ability to perform the following functions is a requirement for the SUXOS: Planning, coordinating, and supervising all contractor on-site MEC activities; preparing standing operating procedures (SOPs) for MEC operations, ensuring compliance with DoD directives as well as local, state, and Federal statutes and codes; and certification of munitions debris and range-related debris as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing MEC activities: e.g., vegetation removal; land surveying; reconnaissance and classification of MEC and demolition materials; locating surface and subsurface MEC; destroying MEC by burning or detonation; and/or transporting and storing MEC and demolition material.

3.6.3.2 UXO Safety Officer (UXOSO). This individual shall have the same minimum qualifications as a UXO Technician III as listed in paragraph 3.6.4.1. In addition, this individual shall have the specific training, knowledge, and experience necessary to implement the APP/SSHP and verify compliance with applicable safety and health requirements. This individual must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. In addition, the UXOSO must have the ability to implement the approved MEC and explosives safety program in compliance with all DoD, Federal, state, and local statutes and codes; analyze MEC and explosives operational risks, hazards, and safety requirements; establish and ensure compliance with all site specific safety requirements for MEC and explosives operations; enforce personnel limits and safety exclusion zones for MEC removal/remedial operations, MEC and explosives transportation, storage, and destruction; conduct safety inspections to ensure compliance with MEC and explosives safety codes.

3.6.3.3 UXO Quality Control Specialist (UXOQCS). This individual shall have the same minimum qualifications as a UXO Technician III as listed in paragraph 3.6.4.1. In addition, this individual shall have documented Quality Control training. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. This individual must have the specific training, knowledge, and experience necessary to fully implement the contractor's QC plans. In addition, the UXOQCS must have the ability to implement the MEC specific sections of the Quality Control Program for all MEC operations; conduct quality control inspections of all MEC and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all MEC work complies with contractual requirements.

3.6.3.4 Program/Project Manager

a. Program Manager: Minimum/General Experience: The Program Manager shall be competent, experienced and knowledgeable in the field of Military Munitions Response Program (MMRP) removal/remedial actions and shall act as the primary point of contact (POC) for coordination with USACE, regulators, public interests and the customer. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality.

The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall also oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have a basic understanding in Firm Fixed Price Contracts and have experience and/or a working knowledge in Risk Management and Cost Containment (cost cap/stop loss) Insurance. The Program Manager should also have a working knowledge of applicable federal, state, and local laws, regulations, and guidance.

- Minimum Education: Bachelor's degree in engineering, business administration or related field. The contactor can submit to have sufficient experience accepted by the CO to substitute for educational requirements.

b. Project Manager:

Minimum/General Experience: The Contractor will provide a trained and experienced Project Manager (PM). This position is required to be an on-site full time position for each Task Order awarded. The PM shall serve as the single point of contract (POC) for the Task Order, and shall be responsible for the planning, scheduling and management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE, the regulators, and the customer for the duration of the project, including monthly progress and cost reporting, if applicable. The PM should have experience or a working knowledge of risk management. The PM should also have a basic understanding of Firm Fixed Price Contracts. The PM should also work with the safety personnel to ensure that all safety measures are in place when fieldwork is being performed.

- Minimum Education: Bachelor's degree in engineering, business administration or related field. The contactor can submit to have sufficient experience accepted by the CO to substitute for educational requirements. The PM shall also meet the minimum requirements of a UXO Technician III as described in paragraph 3.6.4.1 below.

3.6.4 Other Core Labor Categories. The following labor categories may be required for each work effort.

3.6.4.1 UXO Technician III. This individual, who supervises a project team, shall be a graduate of a school listed in paragraph 3.6.2.1. This individual shall have experience in

MEC removal operations and supervising personnel, and shall have at least 10 years UXO experience. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I and II. In addition, the ability to perform the following functions is a requirement for the UXO Technician III: Supervising and performing on-site disposal of MEC; preparing explosives storage plans in accordance with all applicable guidance; preparing required MEC administrative reports; preparing SOPs for on-site MEC operations; performing risk hazard analyses; conducting daily site safety briefings; and supervising the conduct of all on-site tasks directly related to MEC operations.

3.6.4.2 UXO Technician II. This individual shall be a graduate of a school listed in paragraph 3.6.2.1. Graduates of schools listed in paragraph 3.6.2.1.a or 3.6.2.1.b may assume the position based on graduation of the school. Graduates of a school listed in 3.6.2.1.c must complete 5 years experience after graduation prior to assuming this position. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technician I. In addition, the ability to perform the following functions is a requirement of the UXO Technician II: Properly storing MEC and demolition material in accordance with applicable guidance; identifying fuzes and determining fuze condition; determining a magnetic azimuth using current navigational/locating equipment; performing field expedient identification procedures to identify explosives contaminated soil; preparing an on-site holding area for MEC material; and operating modes of transportation for transporting MEC and demolition material, when appropriate.

3.6.4.3 UXO Technician I. This individual shall be a graduate of a course listed in paragraph 3.6.2.1.c. This individual assists fully qualified personnel (UXO Technician II and above) in the following functions: Conducting reconnaissance and classification of MEC; identifying all munitions including bombs and bomb fuzes, guided missiles, projectiles and projectiles fuzes, rockets and rocket fuzes, land mines and associated components, pyrotechnics items, military explosives and demolition materials, grenades and grenade fuzes, and sub munitions; locating subsurface MEC using military and civilian magnetometers and related equipment; performing excavation

procedures on subsurface MEC; locating surface MEC by visual means; transporting MEC and demolition materials; preparing firing systems, both electric and non-electric, for destruction operations; operating Personnel Decontamination Stations (PDS); inspecting salvaged MPPEH and use of engineering controls; and donning and doffing personal protective equipment (PPE). The UXO Technician I shall not determine if MEC are acceptable to move.

3.6.4.4 UXO Sweep Personnel. UXO Sweep personnel assist UXO Technicians and supervisory personnel in the removal of MEC, operating only under the direct supervision of a qualified UXO Technician III. This position requires site and job specific contractor training (which may include munition recognition, safety precautions, donning and doffing personal protective equipment (PPE), etc.) but does not require UXO Technician qualifications. UXO Sweep Personnel conduct visual and/or instrumented MEC search activities in the field; perform field maintenance on military and civilian magnetometers; operate munition detection instruments and other similar equipment to include digital geophysical mapping instruments; and remove MPPEH after such items have been certified/verified safe for handling by a qualified UXO Technician. UXO Sweep Personnel shall not excavate anomalies or handle MEC. UXO Sweep Personnel shall not be involved in the execution of MEC Procedures.

3.6.4.5 Prior to working under this contract, all key personnel, UXO personnel, UXO Sweep personnel and other personnel working in the field, shall be approved by the Contracting Officer or authorized representative in writing. All contractor personnel shall have the necessary education, training and experience to accomplish this SOW. Resumes of all personnel shall be maintained in the contractor's on-site files and be readily available for review.

3.7 Site Security. The contractor shall provide site physical security (e.g., fencing, locks etc) for the existing compound and as required by each individual order. At a minimum, the contractor shall maintain all areas to minimize the risk of injury or accident. Work on or near roadways shall be marked with lights and barricades meeting State and local regulations. Where such regulations are not applicable or adequate, the contractor shall minimize the risk of an accident.

3.8 Scrap Turn-in. The contractor shall furnish all necessary personnel and equipment to turn over all recovered inert munition and non-munition related scrap metal for sale by Defense Reutilization and Marketing Office (DRMO), the installation Qualified Recycling Program (QRP) or a local scrap dealer, at the discretion of the Contracting Officer or authorized representative. Munition related scrap, shall be segregated from non-munition related scrap. Turn-in documentation shall

be in accordance with DOD 4160.21M. Specific scrap turn-in requirements shall be identified in each order. The contractor shall propose to the Government an innovative method of disposing of all scrap metal without any Government involvement.

3.8.1 The contractor will coordinate with designated sources during preparation of the WP, to determine specific turn-in requirements.

3.8.2 Inert munition items shall be segregated from other types of munition related scrap and site debris. Inert munition items will be demilitarized using DoD 4160.21-M-1 as a guide, with definitive procedures approved by the Contracting Officer or authorized representative. It is the intention of the LA District to have all munition items disfigured prior to release as scrap.

3.8.3 The contractor may be required to perform demolition services as requested by the installation. Government furnished explosives may or may not be provided. Requirements will be identified in each task order.

3.8.4 The contractor shall complete a DD Form 1348-1a as scrap turn-in documentation. Instructions for completing this form are contained in the Defense Reutilization and Marketing Manual, DoD 4160.21-M. The contractor shall prepare the DD Form 1348-1a to be signed by the contractors designated Senior UXO Supervisor and QC, as approved by the contracting officer, containing the following statement:

"I certify that the property listed herein has been inspected by me and to the best of my knowledge and belief, contains no items of a dangerous nature."

3.8.5 Most ME items require demilitarization/disfigurement. The contractor shall identify and appropriately demilitarize/disfigure these items and outline the procedures in the WP.

3.9 Presentations and Meetings. The contractor may be required at any time during the performance of work under this contract to provide presentations and attend meetings in addition to any specific task order requirements. The presentations may consist of power point slides, charts and handouts. It is contemplated that no more than 2 presentations will be required annually.

3.10 Contract Deliverables. The following contract deliverables shall be submitted as required by individual task orders:

3.10.1 Work Plan in accordance with MR-005-01.

3.10.2 Geospatial Information and Electronic Submittals in accordance with MR-005-07.

3.10.3 Site Specific Removal Report in accordance with MR-030.

3.10.4 Personnel Qualifications in accordance with paragraph 3.6 above.

3.10.5 Accident/Incident Report. Submit in accordance with MR-015.

3.10.6 Safety Exposure Data Report. Submit in accordance with USACE Supplement 1 to AR 385-40.

3.10.7 Report/Minutes, Record of Meeting. Submit in accordance with MR-045.

3.10.8 Monthly/Weekly/Daily Status Report. Submit in accordance with MR-080. and MR-085.

3.10.9 Property Management Plan. The contractor shall prepare and submit an overall contract property management plan, as a separate document with award of the initial task order, which defines how he plans to manage government property during the life of the contract. Management of government property for each task order will be in accordance with the approved property management plan and detailed in the individual task order work plan.

3.10.10 Telephone Conversation/Correspondence Record in accordance with MR-055.

3.10.11 Logs, Reports, and Record keeping. The contractor shall maintain safety inspection reports, accident/incident reports, medical certifications, training logs, monitoring results, personnel qualifications etc. The contractor shall maintain all exposure and medical monitoring records in accordance with OSHA Standard 29 CFR 1910 and 1926.

4.0 PUBLIC AFFAIRS. The contractor shall not publicly disclose any data generated or reviewed under this contract. The contractor shall refer all requests, for information concerning site conditions, to the CO for comment.

4.1 All reports and data generated under this contract shall become the property of the Department of Defense and distribution to any other source by the contractor, unless authorized by the CO, is prohibited.

5.0 PERFORMANCE METRICS (Standards)

5.1 The performance and subsequently the evaluation of the contractor shall be based on certain performance standards. The standards include safety, quality, schedule, cost and customer satisfaction. Evaluations will be performed at the completion of the task order. Appraisals will be issued to support exercising subsequent option periods using AFARS 42.15 and ER 715-1-19. The contracting officer will make final determination of any performance rating.

5.2 Performance standards will be applied to the contractor's evaluation as defined below.

Safety

5.2.1.1 Major Safety Violations. A major safety violation is failure to comply with the safety regulations and guidance specified in applicable sections of the publications listed in paragraph 6.0 and can or did cause personal injury resulting in a lost workday and or loss of life or property damage valued at \$2,000.00 or more. The USACE on-site Safety Specialist will issue CESPL form 948 describing the major safety violation and denote the CESPL Form 948 as a major safety violation. Minor safety violations are those safety violations, which did not

cause personal injury, resulting in a lost workday and/ or property damage was less than \$1,999.99. Numerous minor safety violations may also result in unsatisfactory safety performance as determined by the contracting officer

Satisfactory	Unsatisfactory
No Major Violations	1 or more Violations

5.2.1.2 Late ENG Form 3394 Reports. The ENG Form 3394 is required by DID OT-15 and is to be received by the contracting officer within 24 hours of the accident or event. However, any ENG Form 3394, submitted to the on-site Safety Specialist, more than 24 hours of the event, will be considered late.

Above Average	Satisfactory	Unsatisfactory
1 Report	2 Reports	>2 Reports

5.3 Quality

5.3.1 Turn-in of recovered inert ME and Munitions Related Scrap. An unsatisfactory rating shall be received, if a UXO or ME scrap containing an explosive hazard, is found during the government QA inspection of inert ME or munition related scrap, in the contractor's compound or demilitarization facility. It is critical that UXO or ME scrap containing an explosive hazard, recovered during this contract, not get out of the contractors control because of the items inherent dangers. Release of UXO or ME related scrap containing an explosive hazard could lead to another incident like that at Fontana, CA. on March 18, 1997. As such, any UXO or ME scrap containing an explosive hazard is cause for an unsatisfactory rating. All live UXO or ME scrap containing an explosive hazard shall remain marked in the grid and not brought into the contractor's compound for demilitarization.

Satisfactory	Unsatisfactory
0	1 or more

5.3.2 QA Grid Failures. A grid will be failed if three (3) live UXO, 20MM or larger and/or three (3) ME 20MM or larger that resemble a live UXO or any combination of three (3) live UXO and ME scrap that resembles a live UXO is/are found. Additionally, if the contractor fails to recover ME scrap and designated residue as specified in the individual task order, will constitute a grid QA failure. The finding of small piles of small arms brass and associated links, .50 cal and smaller, that are overlooked will constitute QA grid failure. Singular missed small arms brass, .50 cal and smaller, will not be cause for grid QA failure. The contractors rating, is based on the percentage of the total grids receiving satisfactory QA inspection for that rating period. Payment for any grid will not be made until the grid/grids successfully pass the government QA inspection. If rotational or live fire training prohibits the contractor from finishing an already started grid, the on-site Government Safety Specialist will accept a partial grid in mutual agreement with the contractor regarding percentage of the grid completed. The government will perform QA within one (1) week after receiving confirmation of satisfactory QC. In the event the government cannot perform QA with one (1) week after QC, the

contractor will not be penalized for recontamination by the government or UXO/inert items that resemble UXO that were uncovered by the weather. In addition, if more than two (2) weeks pass without government QA inspection, the grid will automatically pass QA inspection and may be submitted for payment.

Above Average	Satisfactory	
Unsatisfactory		
0 failures	3 failures	> 3
failures		

5.3.3 Schedule. The contractor is required to clear an average of thirty (30) grids per month over a six (6) month period. Failure to achieve a thirty (30) grids per month average over a six (6) month period may result in an unsatisfactory performance rating for that evaluation period. Failure to achieve this requirement for two (2) straight evaluation periods may result in termination for default of the contract by the government.

Above Average	Satisfactory	
Unsatisfactory		
31 grids or more/mo (average)	30 grids/mo (average)	< 30 grids/mo (average)

5.3.4 For T&M (if applied)-Insufficient Cost Growth above Task Order dollar amount. Possibly Delete

Above Average	Satisfactory	
Unsatisfactory		
1 Mod	2 Mod's	3 or
more Mod's		

=

APPLICABLE PUBLICATIONS. The publications listed below form part of this specification to the extent referenced. The publications are referenced in the text/DD Form 1423 (DD Form 1664) by the basic designation only.

AR 190-11 Physical Security of Arms, Ammunition, and Explosives.

6.2 AR 200 1, Environmental Protection and Enhancement.

6.3 AR 200-2, Environmental Effects of Army Actions.

AR 385 40, With USACE Supplement.

6.5 AR 385-63, Training Ranges

6.7 AR 385-64, Ammunition and Explosive Safety Standards.

6.8 29 CFR 1910.120/1926, Occupational Safety and Health Standards.

6.9 40 CFR, Parts 260 thru 270 plus 300, United States Printing Office latest edition.

- 6.10 DOD 6055.9-STD, DOD Ammunition and Explosives Safety Standards.
- 6.11 DoD 4160.21-M, Defense Utilization and Disposal Manual.
- 6.12 DoD 4160.21 M 1, Defense Demilitarization Manual.
- 6.13 EM 385-1-1, Safety and Health Requirements Manual.
- 6.14 ER 385-1-95, Engineering Regulations Safety and Health Requirement For Munition and Explosive Operations.
- 6.15 FAR 45.5 and its supplements, Federal Acquisition Regulation, Management of Government Property in the Possession of Contractors.
- 6.16 Pertinent government furnished unclassified TM 60-series publications.

7.0 REFERENCES

7.1 AR 385-40. Accident Reporting and Records with USACE Supplement.
Location: Given at award of contract.

7.2 AR 385.64. Ammunition and Explosives Safety Standards.
Location: <http://www.dac.army/mil/es/est/ar38564.pdf>

7.3 DA PAM 385-64. Ammunition and Explosives Safety Standards.
Location: <http://www.dac.army/mil/es/est/38564.pdf>

7.4 FARS/DFARS/AFARS. Army federal Acquisition Regulation Supplement
Location: <http://www.acqnet.sarda.army.mil>

ER 715-1-19. Services and Supply Contractor Performance Evaluations.
Location: <http://www.hnd.usace.army.mil>

EM 385-1-1. CE Safety and Health Requirements Manual.
Location: <http://www.hnd.usace.army.mil>

TM 60A-1-1-22. EOD Procedures: General EOD Safety Precautions.
Location: Given at award of contract.

EP385-1-95A Basic Safety Concepts and Considerations for Munition and Explosives.
Location: Attachment ()

CEHNC UXO Personnel Database.
Location: Given at award of contract.

NTC Regulation 350-3
Location: Given at award of contract.

DOD 4160.21-M Defense Reutilization and Marketing Manual.
Location: <http://www.dlaps.hq.dla.mil>

DOD 4160.21-M-1 Defense Demilitarization Manual.
Location: <http://www.dlaps.hq.dla.mil>

DOD 6055.9 STD DOD Ammunition and Explosive Safety standards.
Location: <http://denix.cecer.army.mil/denix/public/ES-programs/Explosive/Safety/>

29 Code of Federal Regulations.
Location: <http://www.osha-slc.gov>

TM 9-1300-206 Ammunition and Explosive Standards

END OF SECTION C

Section D - Packaging and Marking

MARKING OF REPORTS

D-1 DATA ITEM DESCRIPTIONS

The contractor's attention is directed to Attachment 1, Data Item Descriptions MR-005-01 thru MR-085 which details and further describes the requirements for submission of various reports and data item deliverables in connection with the work and services under this contract. The Government reserves the right to require additional reports and data items to be specified in the individual task orders.

D-2 For All Reports and Data Items delivered under this contract the following clause shall apply:

252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

The contractor’s attention is directed to Section C, “Statement of Work” and Section I, “Contract Clauses” for general requirements concerning Inspection and Acceptance of work and services under this contract. In addition, the specific task orders issued under this contract may contain additional requirements to which the contract will be required to comply.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

The period of performance shall be designated on individual task orders issued under the contract. Such orders may be issued for a period of one year from the date of award, the contract shall contain four (4) option year periods, which may, if exercised, extend the contract period for issuance of task orders. The total duration of the contract period for issuance of task orders shall not exceed sixty (60) months from the date of award of the contract.

See Section H, "Special Contract Requirements" for Clause 52.217-9, "Option to Extend the Term of the Contract."

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CONTRACT ADMINISTRATION OFFICE

The Contract Administration Office designated for the basic contract subsequent to award is:

USACE, Los Angeles District
Environmental Construction Branch
645 N. Durfee Avenue, Bldg. 1
South El Monte, California 91733

ATTN: Thad Fukushige

Telephone No. 626-401-4048, FAX 626-401-4007

The task orders issued hereunder may designate an additional contract administrative office as needed.

Submit invoices to: **ADDRESSES AS DESIGNATED ON INDIVIDUAL TASK ORDERS.**

Payment will be made by: USACE, Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Section H - Special Contract Requirements

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF CONTRACT AWARD through EXPIRATION DATE OF THE CONTRACT, INCLUDING ALL OPTION YEARS, IF EXERCISED.**

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **NOT APPLICABLE** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **NOT APPLICABLE** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **NOT APPLICABLE** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **NOT APPLICABLE** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **RECEIPT OF ANY TASK ORDER ISSUED AFTER THE EXPIRATION OF THE CONTRACT, INCLUDING THE OPTION PERIODS IF EXERCISED.** [insert date].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 CALENDAR DAY (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 CALENDAR days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **SIXTY (60) MONTHS**.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

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

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

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

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

52.0028-4001 REQUIRED INSURANCE

Insurance is required as follows:

a. Either Workman's Compensation or Employer's Liability Insurance with a minimum limit of \$100,000.00.

b. General Liability. The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form or policy of at least \$500,000.00 per occurrence.

c. Automobile Liability Insurance for Bodily Injury and Property Damage with minimum limits of \$200,000.00 for injury or death of any one person; \$500,000.00 for each accident or occurrence of bodily injury liability; and \$20,000.00 for each accident or occurrence for property liability.

d. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Office 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 the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 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.

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**SECTION I
GENERAL CONTRACT CLAUSES**

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52.202-1 DEFINITIONS (DEC 2001)

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

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

(c) Commercial item means--

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

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

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

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

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

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

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

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

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

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

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

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

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

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

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

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

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

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

(f) Nondevelopmental item means--

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

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

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

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

(h) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

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

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

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52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

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

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

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

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

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

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

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award,

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notwithstanding any minimum fee or "fee floor" specified in the contract;

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

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

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

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

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

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

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

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

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

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

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

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

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

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(b) Prohibitions.

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

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

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

(i) Agency and legislative liaison by own employees.

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

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

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

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

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

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

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

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

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

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

(ii) Professional and technical services.

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

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

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

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

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

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

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

(c) Disclosure.

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

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

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

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

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

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

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

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

(e) Penalties.

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

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

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

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(a) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

SECTION I – GENERAL CONTRACT CLAUSES

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

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

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

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

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

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

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

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

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

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

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

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

(End of clause)

52.208-8 HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM (APR 2002)

Required Sources for Helium and Helium Usage Data (Apr 2002)

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(a) Definitions.

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html.

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements--(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier--

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)

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

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

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

(1) The name of the subcontractor.

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

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from Federal Procurement and Nonprocurement Programs.

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

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

(End of clause)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

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

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

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

(1) The proposal for the contract, subcontract, or modification;

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

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit

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the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-9 CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM (OCT 1997)

(a) The Contractor shall perform in accordance with the make-or-buy program incorporated in this contract. If the Contractor proposes to change the program, the Contractor shall, reasonably in advance of the proposed change, (1) notify the Contracting Officer in writing, and (2) submit justification in sufficient detail to permit evaluation. Changes in the place of performance of any "make" items in the program are subject to this requirement.

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(b) For items deferred at the time of negotiation of this contract for later addition to the program, the Contractor shall, at the earliest possible time--

(1) Notify the Contracting Officer of each proposed addition; and

(2) Provide justification in sufficient detail to permit evaluation.

(c) Modification of the make-or-buy program to incorporate proposed changes or additions shall be effective upon the Contractor's receipt of the Contracting Officer's written approval.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

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

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

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

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

(1) The actual subcontract; or

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

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

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

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

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

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

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

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

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

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

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

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

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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

(1) The actual subcontract; or

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

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

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

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

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

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

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

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

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

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

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

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

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

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

(End of clause)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before

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pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

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

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

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

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

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)—ALTERNATE I (OCT 1997)

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

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The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

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

(End of clause)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirements of FAR 15.408(j).

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

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

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of

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recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

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

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 Convict Labor (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

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(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as

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amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of

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compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

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52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

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Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

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(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental

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disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

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(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to

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contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

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(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance,

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such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

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(k) **Withholding of Payments and Termination of Contract.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **Subcontracts.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **Collective Bargaining Agreements Applicable to Service Employees.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **Seniority List.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **Rulings and Interpretations.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **Contractor's Certification.** (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **Variations, Tolerances, and Exemptions Involving Employment.** Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or

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mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

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In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

No known equivalent federal hire.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon

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agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are

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to--

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

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"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

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- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

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(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

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

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

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

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

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

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

(iii) Major group codes 20 through 39.

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(iv) 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).

(v) 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

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

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(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (JUN 2003)

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

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of

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foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

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

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certificate.”

(End of clause)

52.225-3 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT (JAN 2004)

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

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use..

Foreign end product means an end product other than a domestic end product.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

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Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Israeli end product means an article that--

- (1) Is wholly the growth, product, or manufacture of Israel; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

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

(b) Components of foreign origin. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) Delivery of end products. The Contracting Officer has determined that FTAs and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply an FTA country end product or an Israeli end product, then the Contractor shall supply an FTA country end product, an Israeli end product or, at the Contractor's option, a domestic end product.

(d) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.225-5 TRADE AGREEMENTS (JAN 2004)

(a) Definitions. As used in this clause.

Caribbean Basin country means any of the following countries: Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, Panama, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago.

Caribbean Basin country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the

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value of those incidental services does not exceed that of the article itself. The term excludes products that are excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b), which presently are--

- (i) Textiles and apparel articles that are subject to textile agreements;
- (ii) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;
- (iii) Tuna, prepared or preserved in any manner in airtight containers;
- (iv) Petroleum, or any product derived from petroleum; and
- (v) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea.

Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Honduras, Hong Kong, Iceland, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

End product means supplies delivered under a line item of a Government contract.

Free Trade Agreement country means Canada, Chile, Mexico, or Singapore.

Free Trade Agreement country end product means an article that--

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the

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end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

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

U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.,

(b) Delivery of end products. The Contracting Officer has determined that the Trade Agreements Act and FTA apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made, designated country, Caribbean Basin country, or FTA country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(c) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

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(End of clause)

52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages **NONE**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated **NONE**, upon which this contract is based.

(End of clause)

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

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

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

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

(End of clause)

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the

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contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (DEC 2002)

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The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due--

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(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4) (i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b) (5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a) (1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time

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during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

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(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of clause)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) - ALTERNATE I (MAR 2000).

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved

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by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

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(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(6) If the nature of the work to be performed requires the Contractor to furnish material that the Contractor regularly sells to the general public in the normal course of business, the price to be paid for such material, notwithstanding the other requirements of this paragraph (b), shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government, provided that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event

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later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be

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conducted, payment may be made on the following business day.

(End of clause)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003) ALTERNATE I (MAR 2000)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--
 - (i) In accordance with the terms and conditions of a subcontract or invoice; and
 - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

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(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

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(2) Performance of this contract is endangered by the Contractor's

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

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- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.
 - (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
 - (g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
 - (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
 - (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall -
- (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause
- (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and
 - (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
 - (1) The amounts included are limited to--
 - (i) The unliquidated remainder of financing payments made; plus
 - (ii) Any unpaid subcontractor requests for financing payments.

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(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

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(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the **Error! Reference source not found.** day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the

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rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

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Notwithstanding any other payment clause 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 (EFT). 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)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of 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) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) 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)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable

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agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(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 the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(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) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) 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)(4)(i) through (a)(4)(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, or Contractor compliance with any contract term or condition.

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(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) 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, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, 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.

(6) 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.

(7) 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)(7)(ii) of this clause, postmarked not later than 40 days after 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 is 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

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(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.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) 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)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

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(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

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(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____ (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

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(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the

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Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-1 DISPUTES. (JUL 2002) -- ALTERNATE I (DEC 1991)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

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(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the

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stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.237-4 PAYMENT BY GOVERNMENT TO CONTRACTOR (APR 1984)

(a) In partial consideration of the performance of the work called for in the Schedule, the Government will pay to the Contractor **AS APPROVED BY THE GOVERNMENT AND AGREED EQUITABLE TO THE PROGRESS OF THE WORK AND SERVICES.**

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(b) The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. Except as provided in paragraph (c) below, in making progress payments the Contracting Officer shall retain 10 percent of the estimated payment until final completion and acceptance of the contract work. However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer may authorize such payment in full, without retaining a percentage. Also, on completion and acceptance of each unit or division for which the price is stated separately, the Contracting Officer may authorize full payment for that unit or division without retaining a percentage.

(c) When the work is substantially completed, the Contracting Officer shall retain an amount considered adequate for the protection of the Government and, at the Contracting Officer's discretion, may release all or a portion of any excess amount.

(d) In further consideration of performance, the Contractor shall receive title to all property to be dismantled or demolished that is not specifically designated as being retained by the Government. The title shall vest in the Contractor immediately upon the Government's issuing the notice of award, or if a performance bond is to be furnished after award, upon the Government's issuance of a notice to proceed with the work. The Government shall not be responsible for the condition of, or any loss or damage to, the property. If the Contractor does not wish to remove from the site any of the property acquired, the Contracting Officer may, upon written request, grant the Contractor permission to leave the property on the premises. As a condition to the granting of this permission, the Contractor agrees to waive any right, title, claim, or interest in and to the property.

(e) Upon completion and acceptance of all work and receipt of a properly executed voucher, the Government shall make final payment of the amount due the Contractor under this contract. If requested, the Contractor shall release all claims against the Government arising under this contract, other than any claims the Contractor specifically excepts, in stated amounts, from operation of this release.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any,

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make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

(End of clause)

52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

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(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within _____ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall

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diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

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Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

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(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

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(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101–510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions

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of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

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(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.245-3 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

(a) The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the contract Schedule or f.o.b. truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

(b) Each item of property to be furnished under this clause shall be identified in the Schedule by

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quantity, item, and description.

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform

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inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(c) Definitions. As used in this clause –

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the

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Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified. (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor _____. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost

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occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except for remedies expressly provided elsewhere in this contract, the Contractor shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

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(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

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

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

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

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

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

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"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

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

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

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

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

(3) Identification of the unit to which the VECP applies.

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

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

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

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

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

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

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

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

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

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Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3)	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

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(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

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(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

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

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

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

(End of clause)

**52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)
(SHORT FORM) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

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(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

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

(End of clause)

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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 costs 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. ³
- (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 Statement)

52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
- (3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law 85-804 (50 U.S.C 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against--

- (1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
- (2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
- (3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for--

- (1) Government claims against the Contractor (other than those arising through subrogation); or

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(2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall--

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

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(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(d) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

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

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

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

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

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

(i) Attempting to obtain;

(ii) Obtaining, or

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

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

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

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

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

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

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- (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
- (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
- (1) The Contracting Officer has given prior written approval; or
 - (2) The information is otherwise in the public domain before the date of release.

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(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

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

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

(End of clause)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

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

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

(End of clause)

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252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

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

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

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

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;

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(4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates. 1997

(b) "General."

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be --

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

(c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) "System requirements."

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

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(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

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(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

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252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE		NATIONAL STOCK		SENSITIVITY	
		NUMBER		CATEGORY	

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities (FEB 2003)

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

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

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- (1) Food.
 - (2) Clothing.
 - (3) Tents, tarpaulins, or covers.
 - (4) Cotton and other natural fiber products.
 - (5) Woven silk or woven silk blends.
 - (6) Spun silk yarn for cartridge cloth.
 - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
 - (8) Canvas products.
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
 - (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;
 - (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/ tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and

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(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.227-7000 Non-estoppel. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

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(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

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(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or

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creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

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(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:
 Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was

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exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any

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reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

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(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

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(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

(a) Definitions.

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Government rights to contract award. By submission of its offer, the Offeror agrees that the Government--

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) Government rights subsequent to contract award--The Contractor agrees--

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause(s) of this contract.

(d) Government-furnished information. The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) Information available without restrictions. The Government's rights to use, modify, reproduce, release, perform, display, or, disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a

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release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) Flowdown. Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of clause)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official _____

(End of clause)

252.227-7037 Validation of Restrictive Markings on Technical Data. (SEP 199)

(a) Definitions. The terms used in this clause are defined in the Rights in Technical Data--Noncommercial Items clause of this contract.

(b) Contracts for commercial items--presumption of development at private expense. Under a contract for a commercial item, component, or process, the Department of Defense shall presume that a Contractor's asserted use or release restrictions are justified on the basis that the item, component, or process was developed exclusively at private expense. The Department shall not challenge such assertions unless information the Department provides demonstrates that the item, component, or process was not developed exclusively at private expense.

(c) Justification. The Contractor or subcontractor at any tier is responsible for maintaining records sufficient to justify the validity of its markings that impose restrictions on the Government and others to use, duplicate, or disclose technical data delivered or required to be delivered under the contract or subcontract. Except under contracts for commercial items, the Contractor or subcontractor shall be prepared to furnish to the Contracting Officer a written justification for such restrictive markings in response to a challenge under paragraph (e) of this clause.

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(d) Prechallenge request for information. (1) The Contracting Officer may request the Contractor or subcontractor to furnish a written explanation for any restriction asserted by the Contractor or subcontractor on the right of the United States or others to use technical data. If, upon review of the explanation submitted, the Contracting Officer remains unable to ascertain the basis of the restrictive marking, the Contracting Officer may further request the Contractor or subcontractor to furnish additional information in the records of, or otherwise in the possession of or reasonably available to, the Contractor or subcontractor to justify the validity of any restrictive marking on technical data delivered or to be delivered under the contract or subcontract (e.g., a statement of facts accompanied with supporting documentation). The Contractor or subcontractor shall submit such written data as requested by the Contracting Officer within the time required or such longer period as may be mutually agreed.

(2) If the Contracting Officer, after reviewing the written data furnished pursuant to paragraph (d)(1) of this clause, or any other available information pertaining to the validity of a restrictive marking, determines that reasonable grounds exist to question the current validity of the marking and that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer shall follow the procedures in paragraph (e) of this clause.

(3) If the Contractor or subcontractor fails to respond to the Contracting Officer's request for information under paragraph (d)(1) of this clause, and the Contracting Officer determines that continued adherence to the marking would make impracticable the subsequent competitive acquisition of the item, component, or process to which the technical data relates, the Contracting Officer may challenge the validity of the marking as described in paragraph (e) of this clause.

(e) Challenge.

(1) Notwithstanding any provision of this contract concerning inspection and acceptance, if the Contracting Officer determines that a challenge to the restrictive marking is warranted, the Contracting Officer shall send a written challenge notice to the Contractor or subcontractor asserting the restrictive markings. Such challenge shall--

(i) State the specific grounds for challenging the asserted restriction;

(ii) Require a response within sixty (60) days justifying and providing sufficient evidence as to the current validity of the asserted restriction;

(iii) State that a DoD Contracting Officer's final decision, issued pursuant to paragraph (g) of this clause, sustaining the validity of a restrictive marking identical to the asserted restriction, within the three-year period preceding the challenge, shall serve as justification for the asserted restriction if the validated restriction was asserted by the same Contractor or subcontractor (or any licensee of such Contractor or subcontractor) to which such notice is being provided; and

(iv) State that failure to respond to the challenge notice may result in issuance of a final decision pursuant to paragraph (f) of this clause.

(2) The Contracting Officer shall extend the time for response as appropriate if the Contractor or subcontractor submits a written request showing the need for additional time to prepare a response.

(3) The Contractor's or subcontractor's written response shall be considered a claim within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, et seq.), and shall be certified in the form prescribed at 33.207 of the Federal Acquisition Regulation, regardless of dollar amount.

(4) A Contractor or subcontractor receiving challenges to the same restrictive markings from more than one Contracting Officer shall notify each Contracting Officer of the existence of more than one challenge. The notice shall also state which Contracting Officer initiated the first in time unanswered challenge. The

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Contracting Officer initiating the first in time unanswered challenge after consultation with the Contractor or subcontractor and the other Contracting Officers, shall formulate and distribute a schedule for responding to each of the challenge notices to all interested parties. The schedule shall afford the Contractor or subcontractor an opportunity to respond to each challenge notice. All parties will be bound by this schedule.

(f) Final decision when Contractor or subcontractor fails to respond. Upon a failure of a Contractor or subcontractor to submit any response to the challenge notice, other than a failure to respond under a contract for commercial items, the Contracting Officer will issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract pertaining to the validity of the asserted restriction. This final decision shall be issued as soon as possible after the expiration of the time period of paragraph (e)(1)(ii) or (e)(2) of this clause. Following issuance of the final decision, the Contracting Officer will comply with the procedures in paragraphs (g)(2) (ii) through (iv) of this clause.

(g) Final decision when Contractor or subcontractor responds.

(1) if the Contracting Officer determines that the Contractor or subcontractor has justified the validity of the restrictive marking, the Contracting Officer shall issue a final decision to the Contractor or subcontractor sustaining the validity of the restrictive marking, and stating that the Government will continue to be bound by the restrictive marking. This final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(2)(i) If the Contracting Officer determines that the validity of the restrictive marking is not justified, the Contracting Officer shall issue a final decision to the Contractor or subcontractor in accordance with the Disputes clause of this contract. Notwithstanding paragraph (e) of the Disputes clause, the final decision shall be issued within sixty (60) days after receipt of the Contractor's or subcontractor's response to the challenge notice, or within such longer period that the Contracting Officer has notified the Contractor or subcontractor of the longer period that the Government will require. The notification of a longer period for issuance of a final decision will be made within sixty (60) days after receipt of the response to the challenge notice.

(ii) The Government agrees that it will continue to be bound by the restrictive marking of a period of ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. The Contractor or subcontractor agrees that, if it intends to file suit in the United States Claims Court it will provide a notice of intent to file suit to the Contracting Officer within ninety (90) days from the issuance of the Contracting Officer's final decision under paragraph (g)(2)(i) of this clause. If the Contractor or subcontractor fails to appeal, file suit, or provide a notice of intent to file suit to the Contracting Officer within the ninety (90)-day period, the Government may cancel or ignore the restrictive markings, and the failure of the Contractor or subcontractor to take the required action constitutes agreement with such Government action.

(iii) The Government agrees that it will continue to be bound by the restrictive marking where a notice of intent to file suit in the United States Claims Court is provided to the Contracting Officer within ninety (90) days from the issuance of the final decision under paragraph (g)(2)(i) of this clause. The Government will no longer be bound, and the Contractor or subcontractor agrees that the Government may strike or ignore the restrictive markings, if the Contractor or subcontractor fails to file its suit within one (1) year after issuance of the final decision. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, that urgent or compelling circumstances will not permit waiting for the filing of a suit in the United States Claims Court, the Contractor or subcontractor agrees that the agency may, following notice to the Contractor or subcontractor, authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

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(iv) The Government agrees that it will be bound by the restrictive marking where an appeal or suit is filed pursuant to the Contract Disputes Act until final disposition by an agency Board of Contract Appeals or the United States Claims Court. Notwithstanding the foregoing, where the head of an agency determines, on a nondelegable basis, following notice to the Contractor that urgent or compelling circumstances will not permit awaiting the decision by such Board of Contract Appeals or the United States Claims Court, the Contractor or subcontractor agrees that the agency may authorize release or disclosure of the technical data. Such agency determination may be made at any time after issuance of the final decision and will not affect the Contractor's or subcontractor's right to damages against the United States where its restrictive markings are ultimately upheld or to pursue other relief, if any, as may be provided by law.

(h) Final disposition of appeal or suit. (1) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is sustained--

(i) The restrictive marking on the technical data shall be cancelled, corrected or ignored; and

(ii) If the restrictive marking is found not to be substantially justified, the Contractor or subcontractor, as appropriate, shall be liable to the Government for payment of the cost to the Government of reviewing the restrictive marking and the fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Government in challenging the marking, unless special circumstances would make such payment unjust.

(2) If the Contractor or subcontractor appeals or files suit and if, upon final disposition of the appeal or suit, the Contracting Officer's decision is not sustained--

(i) The Government shall continue to be bound by the restrictive marking; and

(ii) The Government shall be liable to the Contractor or subcontractor for payment of fees and other expenses (as defined in 28 U.S.C. 2412(d)(2)(A)) incurred by the Contractor or subcontractor in defending the marking, if the challenge by the Government is found not to have been made in good faith.

(i) Duration of right to challenge. The Government may review the validity of any restriction on technical data, delivered or to be delivered under a contract, asserted by the Contractor or subcontractor. During the period within three (3) years of final payment on a contract or within three (3) years of delivery of the technical data to the Government, whichever is later, the Contracting Officer may review and make a written determination to challenge the restriction. The Government may, however, challenge a restriction on the release, disclosure or use of technical data at any time if such technical data--

(1) Is publicly available;

(2) Has been furnished to the United States without restriction; or

(3) Has been otherwise made available without restriction. Only the Contracting Officer's final decision resolving a formal challenge by sustaining the validity of a restrictive marking constitutes "validation" as addressed in 10 U.S.C. 2321.

(j) Decision not to challenge. A decision by the Government, or a determination by the Contracting Officer, to not challenge the restrictive marking or asserted restriction shall not constitute "validation."

(k) Privity of contract. The Contractor or subcontractor agrees that the Contracting Officer may transact matters under this clause directly with subcontractors at any tier that assert restrictive markings. However, this clause neither creates nor implies privity of contract between the Government and subcontractors.

(l) Flowdown. The Contractor or subcontractor agrees to insert this clause in contractual instruments with its subcontractors or suppliers at any tier requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.

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(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 90 percent.

(c) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Unfinalized Contract Actions) to 95 percent.

(End of clause)

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

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

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

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(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

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(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (DEC 1991)

(a) The Contractor shall provide or use only computer equipment, as specified by the Government, that has been accredited to meet the appropriate security requirements of--

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standard specified by this contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that equipment or systems delivered under this contract satisfy the security standards specified. The

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Government may conduct additional tests--

- (1) At the installation site or contractor's facility.
- (2) Notwithstanding the existence of valid accreditations of equipment prior to the award of this contract.
- (d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clauses, the Contractor shall correct or replace accepted equipment or systems found to be deficient within one year after proper installations.

- (1) The correction or replacement shall be at no cost to the Government.
- (2) Should a modification to the delivered equipment be made by the Contractor, the one year period applies to the modification upon its proper installation.
- (3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient equipment/systems.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--
 - (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
 - (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to----

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(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

252.246-7001 WARRANTY OF DATA (DEC 1991)

(a) Definition. "Technical data" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data and Computer Software.

(b) Warranty. Notwithstanding inspection and acceptance by the Government of technical data furnished under this contract, and notwithstanding any provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. The warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract.

(c) Contractor Notification. The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranty which the Contractor discovers within the warranty period.

(d) Remedies. The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may--

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d)(1)(i) of this clause, the Contracting Officer may - within a reasonable time of the refusal or failure--

(i) By contract or otherwise, correct or replace the nonconforming technical data and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

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(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data furnished to the Government under paragraph (d)(1)(i) of this clause.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

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(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J
List of Documents, Exhibits and Other Attachments

EXHIBIT 1 - Contract Data Requirements List

EXHIBIT 1	Data Item Description (DID)
MR-005-01	Type II Work Plan
MR-005-02	Technical Management Plan
MR-005-03	Explosives Management Plan
MR-005-04	Explosives Siting Plan
MR-005-05	Geophysical Investigation Plan
MR-005-05A	Geophysical Prove-out (GPO) Plan and Report
MR-005-06	Site Safety and Health Plan
MR-005-07	Geospatial Information and Electronic Submittals
MR-005-08	Work, Data, and Cost Management Plan
MR-005-09	Property Management Plan
MR-005-10	Munitions Constituents Chemical Data Quality Deliverables
MR-005-11	Quality Control Plan
MR-005-12	Environmental Protection Plan
MR-005-13	Investigative Derived Waste Plan
MR-015	Accident/Incident Reports
MR-025	Personnel Resume
MR-030	Site Specific Final Report
MR-045	Report/Minutes, Record of Meetings
MR-055	Telephone Conversation/Correspondence Records
MR-060	Conventional Explosives Safety Submission
MR-080	Monthly Status Report
MR-085	Project Status Report
ATTACHMENTS	
A	EP 385-1-95a – Basic Safety Concepts and Considerations for Ordnance and Explosive Operations
B	Example Resume
C	Past Performance Questionnaire
D	Sample MEC Scenario
E	Ft. Irwin Ordnance Clearance Data
F	Service Contract Act Wage Determination 1. No. 1994-2053 REV (23), CA, Riverside, San Bernardino,

	6/03/03 2. No. 1994-2054 REV (18), CA, Riverside, San Bernardino, 6/03/03
G	List of Government Furnished Equipment (GFE)
H	List of typical Ordnance Items at the NTC
I	Hazardous Pay Differential Interpretation
J	Safety Exposure Report

END OF SECTION J

DATA ITEM DESCRIPTION

Title: Type II Work Plan

Number: MR-005-01

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Type II Work Plan will be used to describe the goals, methods, procedures, and personnel used for field activities for all Munitions Response remedial or removal actions or other munitions related actions.

Requirements:

1. Format. This plan shall be printed on standard size (e.g., 8 ½ by 11 inch) white paper, with drawings folded, if necessary, to this size or to fit within pockets of this size. Pages shall be sequentially numbered. Drawings shall be of engineering quality in drafted form with sufficient detail to show interrelations of major features. When drawings are required, data may be combined to reduce the number of drawings. All attachments shall be identified and referenced in the text of the plan. The plan shall be legible and suitable for reproduction.

1.1 Chapters shall be numbered sequentially. Within each chapter, each page shall be numbered sequentially, starting with the specific chapter number. Within each chapter, the paragraphs shall be numbered sequentially starting with the chapter number and using a decimal system, with each section and paragraph having a unique decimal designation. Within each chapter, any figures, tables, and charts shall be numbered sequentially starting with the chapter number. Work plans shall be bound in a three-ring binder. Binders shall hold pages firmly while allowing easy removal, addition, or replacement of pages.

1.2 Appendices shall be lettered alphabetically. Within each appendix, each page shall be numbered sequentially starting with the appendix letter.

1.3 A title sheet will be provided on the front of the binder and also inside the binder which includes the name of the project (site), contractor's name and address, the Corps of Engineers' contract number, Task Order number, and project number, the date of the plan, and the title of the plan. The contractor's name/logo shall not dominate the title sheet. The title sheet shall identify the contracting agency and shall name the Geographical Corps District where the project is located. The Corporate Quality Management representative shall sign the title sheet. The version of the work plan (i.e., draft, final, etc.) shall be clearly identified on the title sheet.

1.4 Each page of the work plan shall contain a date footer and the Corps of Engineers' contract/Task Order number. When revisions to the work plan are required, a revision date, revision number, Corps of Engineers' contract/Task Order and amendment/modification number (if applicable) shall be included in the date footer. A dated summary page listing all revised pages shall be submitted with each revision. This summary page shall be identified as such and placed directly behind the title page.

2. Work plans shall be organized by chapters containing the sub plans unless specifically excluded by the Task Order. When an issued Task Order does not require a specific sub plan, the chapter heading shall be retained with a declaration that the sub plan is not required by the task order. Chapters shall be organized as follows:

2.1 Chapter 1. Introduction. At a minimum, the following information shall be included:

a. General Information deemed appropriate by the contractor

b. Site Location

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- c. Site History
- d. Topography
- e. Climate
- 2.2 Chapter 2. Technical Management Plan (refer to DID MR-005-02).
- 2.3 Chapter 3. Explosives Management Plan (refer to DID MR-005-03).
- 2.4 Chapter 4. Explosives Siting Plan (refer to DID MR-005-04).
- 2.5 Chapter 5. Geophysical Prove-out Plan and Report, including Contracting Officer Approval Letter (refer to DID MR-005-05A).
- 2.6 Chapter 6. Geophysical Investigation Plan (refer to DID MR-005-05).
- 2.7 Chapter 7. Geospatial Information and Electronic Submittals (refer to DID MR-005-07).
- 2.8 Chapter 8. Work, Data, and Cost Management Plan (refer to DID MR-005-08).
- 2.9 Chapter 9. Property Management Plan (refer to DID MR-005-09).
- 2.10 Chapter 10. Quality Control Plan (refer to DID MR-005-11).
- 2.11 Chapter 11. Environmental Protection Plan (refer to DID MR-005-12).
- 2.12 Chapter 12. Investigative Derived Waste Plan (refer to DID MR-005-13).
- 2.13 Chapter 13. Interim Holding Facility Siting Plan for RCWM Projects (refer to DID MR-005-16).
- 2.14 Chapter 14. Physical Security Plan for RCWM Project Sites (refer to DID MR-005-17).
- 2.15 Chapter 15. References.
- 2.16 Appendices. The work plan shall contain the following documents as appendices in the order shown:
 - a. Appendix A. Task Order Scope of Work
 - b. Appendix B. Site Maps
 - c. Appendix C. Local Points of Contact
 - d. Appendix D. Accident Prevention Plan (refer to DID MR-005-06 for conventional Munitions Response projects and DID MR-005-15 for RCWM projects)
 - e. Appendix E. Munitions Constituents Sampling and Analysis Plan (refer to DID MR-005-10)
 - f. Appendix F. Contractor Forms for collecting and recording the following data:
 - (1) Quality Control Log
 - (2) Safety Meeting Attendance Log
 - (3) Site Visitors Log

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- (4) Safety Inspections Log
- (5) Daily Report of MEC Operations
- (6) Explosives Accountability Forms

g. Appendix G. MSD Calculation Sheets

h. Appendix H. Resumes. Resumes of key personnel other than those listed on USAESCH's database shall be submitted in accordance with DID MR-025.

3. End of DID MR-005-01.

DATA ITEM DESCRIPTION

Title: Monthly Status Report

Number: MR-080

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Monthly Status Report will be used to provide summarized cost and performance information and statistical exposure data for program management purposes.

- a. Data included on the monthly status report will be reported for all Task Orders in a summary format.
- b. The Monthly Status Report will be submitted no later than 10 calendar days following the reporting cut-off date. Reports will reflect data as of the last working day of the week that includes the end of the calendar month. If the calendar month ends on a Sunday, the report will end on the previous week's last working day.
- c. Exposure data is required by EM 385-1-1.

Requirements: The Monthly Status Report, consisting of a progress report and an exposure data report, shall be prepared in accordance with this Data Item Description (DID). Additional reporting requirements may be specified in individual Task Orders. The reports shall be submitted on 8.5 x 11-inch plain bond paper or corporate letterhead. Multiple sites may be on the same page, but shall be listed separately on the form.

1. A **Munitions Response Monthly Progress Summary** report covering all individual Task Orders shall be provided as indicated in Table 1. The projects/Task Orders shall be grouped and reported by types indicating both a work category and technology used by a Roman numeral and Arabic letter, as best described using the following:

Work Category	Technology Type
I: Surface removal only	A. Geophysical Instrument w/analog readout
II: Sampling effort only (detection and confirmation)	B. Geophysical Instrument w/digital recorder
III: Geophysical mapping effort only (no confirmation)	C. Geophysical Instrument w/digital navigation system
IV: Subsurface removal	D. Geophysical Instrument w/multi-sensor system
V: Construction Support	E. Visual Only

Note: The required column for Acres Sampled will include the total number of acres on which all of the planned sample grids/transects have been completed (all data collected). Do not indicate the total grid/transect area of the sample grids/transects that are completed.

2. An **Exposure Data Report** shall be prepared covering all individual Task Orders. (Note: This report does not negate the requirement to submit an ENG FORM 3394 to report an accident). The report shall include the following information:

2.1 Title of Report (e.g., "EXPOSURE DATA REPORT")

2.2 Month and year for which the report is made.

2.3 Contract Number/Task Order/Project Name/Site Name and Location. Report each Task Order on a separate line on the form.

2.4 Hours worked in direct support of the contract (by all personnel) during the reported month, and cumulative. (Do not report hours expended on corporate personnel issues, payroll, etc.) Do report hours expended by subcontract personnel in direct support of the contract.

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- 2.5 Total number of lost workday accidents during the reported month, and cumulative.
- 2.6 Total number of lost workdays due to on-the-job accidents during the reported month, and cumulative.
- 2.7 Number of property damage accidents (includes vehicles) with property loss value of \$2,000 or more, during the reported month, and cumulative.
3. Signature, Title and Date: A Corporate Manager shall sign and date both the progress report and the exposure data report. The reports shall be submitted under a single letter of transmittal to the Contracting Officer, with 2 copies furnished to USAESCH, ATTN: CEHNC-OE-S.
4. End of DID MR-080.

DATA ITEM DESCRIPTION

Title: Conventional Explosives Safety Submission (ESS)

Number: MR-060

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Explosives Safety Submission (ESS) will be used to provide Munitions Response action safety criteria for approval by an appropriate Department of Defense (DoD) element. This Data Item Description (DID) incorporates requirements from EP 385-1-95b, which can be found at the website <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep385-1-95b/toc.htm>.

Requirements:

1. The Contractor shall, when required by the Government, submit a conventional ESS, which describes the safety criteria to be employed during Munitions Response operations. The ESS shall be a separate document and shall be prepared using the following format:
 - 1.1 Introduction. Provide a short introduction concerning site history and any other pertinent details.
 - 1.2 Reason for Munitions and Explosives of Concern (MEC). Provide a brief description of why MEC exists in the specific area(s) covered by the submission.
 - 1.3 Amount and Type of MEC. Provide the expected amount(s) and type(s) of MEC based on historical research or data generated from surface or intrusive investigation.
 - a. Munition with the Greatest Fragmentation Distance (MGFD). For Quantity-Distance (Q-D) purposes, the MGFD shall be established for each Munitions Response site (MRS). The MGFD is the round with the greatest fragment distance that can reasonably be expected to exist in any particular MRS. The MGFD can be selected from historical data or site investigation data; site investigation data is best.
 - b. For explosives contaminated soil, a Maximum Credible Event (MCE) shall be established. For soil, the MCE is the concentration of explosives times the weight of the mix. When the concentration varies within the area, weighted averages or any other valid mathematical technique can be used, as long as the technique is explained and technically supported in the ESS.
 - c. MCE's for explosives contaminated buildings slated for cleanup or dismantlement shall be estimated on a case-by-case basis and the rationale for the estimation must be included in the ESS.
 - 1.4 Start Date. State when the Munitions Response action is scheduled to start. This is the date that intrusive or surface removal operations are scheduled to begin.
 - 1.5 Frost Line. State the depth of the frost line for the area. Where MEC is above the frost line, yet located below the removal depth, address the potential for migration of MEC due to frost heave. Discuss the depth at which a significant number of frost cycles are expected, frost susceptibility, and availability of moisture since all three are required to produce frost-related migration of MEC. Also, address the need for continued surveillance and whether or not Long Term Management (Recurring Reviews) can meet the need, if any.
 - 1.6 Removal Techniques. Describe the techniques to be used to detect, recover, and destroy MEC. These techniques can be described using excerpts from the work plan for the Munitions Response action.

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- a. Identify each detection technology to be employed in each area and state its capabilities and limitations. Describe the selection criteria for the detection technology based on local geology and topography of the removal areas.
- b. State the depth of detection for each item expected in each MRS covered by the ESS.
- c. Address limitations imposed by terrain, soil type, etc.
- d. Address the method to be employed to dispose of recovered MEC.
- e. Describe the quality assurance/quality control (QA/QC) standards and pass/fail criteria for QA/QC audits. **QA standards and pass/fail criteria will be furnished by the Government for inclusion in the document.**
- f. Describe the process that will be used to determine that munitions debris presents no explosion hazards.
- g. Describe the procedures for disposition of munitions debris removed from the site or generated during the Munitions Response action.

1.7 Alternate Techniques. If the on-site method to destroy MEC is something other than detonation, provide a brief description of the method.

1.8 Off-Site Destruction. If recovered MEC cannot be destroyed on-site, explain how explosives safety requirements will be met during transportation and off-site destruction. Discuss the environmental restrictions and legal aspects that influence this process.

1.9 Technical Support. Summarize Explosive Ordnance Disposal (EOD), Technical Escort Unit (TEU), and/or contractor support required for the Munitions Response action.

1.10 Land Use Restrictions. For real property being released outside DoD, summarize any land use restrictions or other institutional controls to be placed on the property. **This information will be provided by the Government for inclusion in the document.**

1.11 Public Involvement. Briefly discuss the public planning document(s) that ensure involvement of public and local officials where there is a risk to the public as a result of the Munitions Response action. **This information will be provided by the Government for inclusion in the document.**

1.12 Maps: Furnish the following maps:

a. Regional Map. Provide a map showing the regional location of the site.

b. Site Map. Furnish an overall map of the area showing the following:

(1) MRSs covered by the submission. Show other sites not covered and explain them (i.e., covered in previous ESS, or will be covered in future ESS).

(2) MEC removal depth for each MRS.

(3) Location of any magazines used for storage of demolition explosives and/or recovered MEC.

(4) Location of any planned or established demolition areas to be used to destroy recovered MEC.

(5) Existing or planned use of each MRS after the Munitions Response. Describe in terms of these categories:

(a) Construction activity, whether commercial, residential, recreational, utility, or other.

(b) Farming, agriculture, surface recreation, vehicle parking, or surface supply storage.

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(c) Livestock grazing or wildlife preserves.

(d) Other (explain).

c. Q-D Maps: Q-D maps should be scaled at 1 inch equals 400 feet. A larger scale may be used, if available, and the map can be logistically included in the ESS. Smaller scale is acceptable if distances can be accurately shown. If unscaled maps are used, the maps must label distances. The Q-D map and site map may be shown on the same map. The Q-D maps shall show the following areas:

(1) Each MRS being cleared under the submission.

(2) Location of magazines for the storage of demolition explosives and any recovered MEC awaiting destruction.

(3) Areas planned or established for intentional detonation or burning of MEC shall have an exclusion zone associated with them. Show each area and exclusion zone around it. Identify every inhabited building, occupied area, and public exposure inside the exclusion zone. Describe measures to be taken to eliminate/minimize risk for exposures within the exclusion zone.

d. Soil Sampling Maps. For MRSs involving explosives in soil, provide a map outlining the area sampled and the location and depth of sampling points. Identify field screening methods used and concentration of explosives for each sampling point. Address methods to be used to reduce explosives concentrations to below explosion hazard levels, and methods that will be used to reduce explosives hazards. Identify environmental or legal considerations that may be important.

1.13 Quantity-Distance. The following activities shall be sited and shown on the Q-D maps in the ESS:

a. MRS(s). Minimum Separation Distance (MSD) applies from MRSs to non-essential personnel while surface or intrusive removals are taking place.

b. Magazines. Magazines used to store demolition explosives and recovered MEC shall be sited and their location shown on the Q-D maps.

(1) Describe the types of magazines used.

(2) Provide a tabulated list of the explosives showing the Hazard Division (HD), Storage Compatibility Group, and total Net Explosives Weight (NEW) for each magazine.

c. Planned or Established Demolition Areas. These areas shall be sited and shown on the Q-D maps.

d. Footprint Areas. The ESS does not have to show the locations for the following footprint areas, but the ESS shall state the size of the MSD arc or exclusion zone that will apply around the areas.

(1) Blow-in-Place.

(2) Collection Points.

(3) In-Grid Consolidated Shots.

2. End of DID MR-060.

DATA ITEM DESCRIPTION

Title: Telephone Conversations/Correspondence Records

Number: MR-055

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-DC

Applicable Forms:

Use/Relationship: The Telephone Conversations/Correspondence Records will be used to record telephone conversations and written correspondence.

Requirements:

1. The Contractor shall keep a record of each substantive phone conversation and written correspondence related to the performance of this contract. For this contract, "substantive" is defined as:

1.1. All calls to or from government personnel that require action by either the Government or the contractor.

1.2. All calls to or from government personnel that directly or indirectly affect contract terms and conditions.

1.3. All calls to or from Federal, state, or local regulatory agency personnel.

1.4. All calls to contractor personnel from outside sources that require the calling party to be referred to a Corps of Engineers Public Affairs Office.

2. End of DID MR-055.

DATA ITEM DESCRIPTION

Title: Report/Minutes, Record of Meeting

Number: MR-045

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Report/Minutes, Record of Meeting will be used to provide a record of the proceedings of any specified meeting.

- a. This data item can be used for any Programs/Projects requiring formal documentation of meetings of any type, i.e., audits, design reviews, etc.
- b. The data item shall also be used to provide a written record of attendees, questions and answers from public meetings, and submitted within 5 days after the meeting.

Requirements:

1. The title page shall contain, as appropriate, the following:
 - 1.1 Date of report/meeting.
 - 1.2 Title - Type of meeting (study contract, audit, design review, etc.).
 - 1.3 Title of Program/Project.
 - 1.4 Contract number and Task Order number.
 - 1.5 Signature(s) - Contractor Project Manager or designated representative.
2. The report/minutes shall include, as appropriate, the following types of information:
 - 2.1 An introduction which will include:
 - a. A statement relating to the purpose/objective of the meeting.
 - b. The original agenda/revisions thereto. (This may be accomplished by reference to attachment/enclosure.)
 - 2.2 Administrative data which will include:
 - a. Date and location of the meeting.
 - b. Agency under whose direction the meeting was convened.
 - c. Name and title of the chairperson or co-chairpersons.
 - d. Names and titles of persons attending.
 - 2.3 Information covered during the meeting, including as appropriate, such items as:
 - a. A description and/or listing of the material and documentation, if any, discussed/reviewed during the meeting.

DID MR-045

b. Specific statements relating to changes, deletions, modifications, etc., discussed/reviewed during the meeting, including:

(1) A description of the change/modification required.

(2) The reason for the change/modification.

(3) The agency responsible for preparing change proposals, if required, necessary to effect the change/modification.

3. The record of each item discussed/reviewed during the meeting will appear, in general, in the following format:

3.1 Item - A brief statement identifying the item, or questions from the meeting attendees.

3.2 Discussion - Summary of pertinent information associated with the item.

3.3 Recommendations - A list of both the government's Project/Program Manager's and the contractor's recommendations, and answers to the attendees' questions.

3.4 Action - A brief statement of agreements reached, action(s) required by the government Program/Project Manager or the contractor, identity of the personnel or activity assigned responsibility for taking and/or coordinating required actions, contractual action, if required, and all key dates.

4. The report/minutes will be typed on 8 1/2" by 11" white paper. Charts, graphs, drawings, lists, and sketches may be included, if necessary, to support or clarify the text of the report/minutes. Oversize material shall be one-way foldouts. All material presented shall be sufficiently clear and sharp for further reproduction if required. All pages and supporting material shall be securely bound together.

5. End of DID MR-045.

DATA ITEM DESCRIPTION

Title: Site Specific Final Report

Number: MR-030

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Site Specific Final Report (SSFR) will be used to provide the results of Munitions Response or other munitions related operations and activities. This Data Item Description (DID) contains instructions for preparing SSFRs for Munitions Response or other munitions related projects.

Requirements:

1. General. The SSFR shall be typed on standard size (e.g. 8.5 X 11 inch) white paper. Chapters shall be numbered sequentially. Within each chapter, the paragraphs shall be numbered sequentially starting with the chapter number. Within each chapter, any figures, tables, and charts shall be numbered sequentially starting with the chapter number. Drawings shall be of engineering quality in drafter form with sufficient detail to show interrelations of major features. When drawings are required, data may be combined to reduce the number of drawings. All attachments shall be identified and referenced in the text of the report. The report shall be legible and suitable for reproduction. Appendices shall be lettered alphabetically and shall be identified and referenced in the text of the SSFR. Within each appendix, each page shall be numbered sequentially starting with the appendix letter. Every page of the SSFR shall contain a date footer and the Task Order number. Contents of the SSFR shall be as described below.

1.1 The front cover of the SSFR shall be prepared in accordance with Attachment A of this DID and shall bear the following statement in addition to other requirements, "The views, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Department of the Army position, policy, or decision, unless so designated by other documentation." The version of the SSFR (i.e., draft, final, etc.) shall be clearly identified as such on the cover.

1.2 Introduction. The introduction shall consist of a narrative statement of the reasons for the response action and make reference to the Task Order Statement of Work (SOW), Technical Instructions, other contract direction, previous related submittals and citation of the government authorization. It shall also state aims, objectives, probability of solution or accomplishment, estimated scope of development effort required, and technical approach.

1.3 Discussion. The Contractor shall give a detailed discussion of the technical effort or work performed covering procedures, equipment, facilities, data, and results (both expected and unexpected).

1.4 Documentation. Documentation shall be made making reference to all related submittals (drawings, logs, intermediate reports, laboratory reports, conference reports, and other research sources.)

1.5 Tests. Identify tests conducted, and results, both Contractor Quality Control (QC) and Government Quality Assurance (QA).

1.6 Financial Breakdown. Identify all costs incurred in each Task Order.

1.7 Summary. The main SSFR body shall end with a summary, which should be a concise, self-explanatory recapitulation of the report.

1.8 Conclusion. The SSFR will contain a logical conclusion based on the contractor's evaluation of data presented in the report when an evaluation is applicable. The conclusion will be concise and based on supporting arguments presented in the body of the SSFR.

DID MR-030

2. Content:

2.1 The SSFR shall contain maps showing the search grids established and records of Munitions and Explosives of Concern (MEC) and munitions debris found designated by grid number, type, and quantity. The SSFR shall also include the total number of digs. A separate list shall be included which identifies all MEC, munitions debris, and other material recovered during the response action. The list, arranged by grid numbers, will identify MEC by M number, type and condition, munitions debris in pounds (including types of any fragmentation not represented in the list of MEC), and pounds of other material. Other material is defined as non-munitions material found at the Munitions Response site (MRS). The depth to the top of each MEC item recovered will be reported on the list as well as x and y coordinates and the soil type (either sand, clay, or loam) from which the item was recovered. The presence of limestone at the location of the item shall also be noted.

2.2 The result of QC sweeps shall be reported separately, but in the same manner as the original sweep. The contractor shall report the date that each grid passed QC and QA. The SSFR shall include all Forms 948 or similar documentation issued by the Government during the Task Order's duration with resolution of 948's that report QA failure or safety violation.

2.3 Any additional sweeps required shall be reported separately but in the same manner.

2.4 A description of the methods used to clear ordnance, including lessons learned and advice for future operations.

2.5 All documentation/receipts for final disposition of munitions debris/range related debris.

2.6 All Explosives Accountability Records, to include initial receipt documentation, issue and destruct documentation, inventories, etc.

2.7 Digital color photographs of major activities and MEC discoveries.

2.8 Breakout all costs as follows: a) Area of the site, b) Task number in the scope of work, c) Cost to accomplish the task order, d) Labor hours and Labor categories used to perform the task order. The information shall be submitted using the format in Attachment B. (DOES NOT APPLY TO FIRM FIXED PRICE ORDERS.)

2.9 Description and results of Munitions Constituents (MC) sampling and laboratory analyses and maps indicating sample locations (refer to DID MR-005-10 for data requirements).

2.10 Daily Senior UXO Supervisor (SUXOS) Reports. Reports should be condensed to the maximum extent possible. More than one report may be included on the same page. Daily reports shall contain factual information only concerning locations and activities of UXO teams, discoveries and/or demolition of MEC items, work stoppages or interruptions, visitors to the site, unusual site conditions, substantive telephone calls or conversations, accidents, incidents, special training or safety issues, or other unusual happenings.

2.11 Dig sheet data for all excavations prepared as a result of geophysical mapping and investigation. Information may be presented in tabular form, to avoid excessive pages within the SSFR. Actual locations versus predicted locations of expected ordnance items will be reported.

2.12 Boundaries of actual response activities and any areas that were avoided.

2.13 Description and maps of any archaeology sites and environmentally sensitive areas that were encountered and corrective or protective procedures that were taken.

2.14 Description of any damages that were done to trees, utilities, or facilities and corrective actions that were taken to repair these damages.

2.15 Number of acres on which re-vegetation or re-seeding was done.

3. End of DID MR-030.

DID MR-030

Attachment A
SITE SPECIFIC FINAL REPORT
(Title of project)
(Name of site where work is being performed)
(Location of site where work is being performed)

PREPARED FOR:

U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE

(US Army Corps of Engineers LOGO)

(Contract number)

(Task Order number)

(Project number)

Geographical District:

PREPARED BY:

(Company name)

(Date of report)

DATA ITEM DESCRIPTION

Title: Personnel Resume

Number: MR-025

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Personnel Resume will be used to document the qualifications of the key personnel and personnel filling core labor categories proposed to work on Munitions Response or other munitions related projects.

Requirements:

1. The Personnel Resume shall document all required educational and experience requirements as listed in Section C of the Basic Contract. A sample resume is provided at Attachment A of this Data Item Description. Resumes for Unexploded Ordnance (UXO) personnel shall be accompanied by the Explosive Ordnance Disposal (EOD) school course graduation certificate. Resumes need not be submitted for personnel listed on the USAESCH Database for UXO Personnel; Contractors need only submit name, proposed position, and UXO number.

2. End of DID MR-025.

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Attachment A Sample Personnel Resume

WILLIE E. PETE

DATE ATTENDED BASIC EOD SCHOOL: MAR-AUG 1965

OTHER PERTINENT TRAINING: HAZWOPER 40 HOUR, JUL 2001; USACE CONSTRUCTION QA, JUL 2002

MILITARY EOD ASSIGNMENTS:

AUG 65-MAY 66	EOD Specialist, 85th Ord Det (EOD), Fort Sheridan, IL Member of EOD response team.
MAY 66-NOV 68	EOD Supervisor, 75th Ord Det (EOD), Fort Riley, KS EOD response team leader. Planned and supervised range clearance activities.
NOV 68-NOV 70	EOD Supervisor, 73d Ord Det (EOD), Fort Wood, MO EOD response team leader. Planned and supervised range clearance activities.
NOV 70-NOV 71	EOD Supervisor, 59th Ord Det (EOD), RVN EOD response team leader
NOV 71-JUL 79	Senior EOD Supervisor, 2d Ord Det (EOD), FRG Supervised Multi-EOD response teams. Planned, executed and managed range clearance activities.
JUL 70-APR 81	Senior EOD instructor, Phase I, EOD School, Redstone Arsenal, AL
APR 81-AUG 83	EOD Sergeant Major, 543d Ord Det (EODCT), Fort Wood, MO Senior Enlisted for a geographical area with seven subordinate EOD Detachments. RETIRED

CIVILIAN UXO EXPERIENCE:

JAN 90-FEB 90	UXO Supervisor, No-Dud, Inc, UXO Team Leader at the Former Erie Ordnance Depot.
MAY 90-DEC 90	UXO Supervisor, PDQ, Inc., UXO Team Leader at the Former Fort James
JUN 91-DEC 91	Senior UXO Supervisor, No-Det, Inc. Supervised eight project teams at the Former Fort Pete
JAN 96-JAN 98	UXO Safety Officer, PDQ, Inc. Implemented the Site Specific Safety and Health Plan for OE operations at the Former Fort Good Luck
JAN 99-DEC 99	UXO Quality Control Specialist, PDQ, Inc. Implemented the Quality Control Plan for OE operations at the Former Fort Hook.
JAN 00- JUL 02	UXO Technician III, No-Det, Inc. Supervised UXO team performing OE operations at the Former Camp Crowder.

DATA ITEM DESCRIPTION

Title: Accident/Incident Reports

Number: MR-015

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-SY-S

Applicable Forms:

Use/Relationship: The Accident/Incident Reports will be used for reporting accidents/incidents that occur on the work site or in connection with the stated work of this contract. Accident/Incident Reports are required by AR 385-40, USACE Supplement 1 to AR 385-40, EM 385-1-1 (Corps of Engineers Safety and Health Requirements Manual), and CEHNCR 385-1-1 (Safety and Occupational Health Program Management).

Requirements:

1. The following categories of accidents/incidents shall be reported to the Contracting Officer (CO) by telephone or written report.

1.1 Accidents/Incidents which result in a fatality, injury of employees, lost workdays, and/or property damage assessed at a cost of \$2,000 or more shall be reported telephonically to the CO as soon as possible after learning of the incident. The report shall contain as much information as is known concerning the incident. An ENG Form 3394 shall be completed in accordance with the instructions attached to the form and AR 385-40 and USACE Supplement 1 to that regulation and forwarded to the CO or authorized representative within 5 working days after the incident. The ENG Form 3394 shall be legible and signed by the supervisor of the person injured (or supervisor of the activity where property damage occurred) and by the next level of management. The ENG Form can be accessed via the Internet at: www.hnd.usace.army.mil/engrdir/organization/systems-eng/Safety/safety2.htm

1.2 The contractor will prepare the ENG Form 3394, with original signatures shown in blocks 15c and 16 (copies/faxes are not acceptable). The remaining signature blocks, blocks 17 -19, will be completed by the Huntsville Center (CEHNC).

1.3 The contractor shall immediately report to the CO any incident which could bring adverse attention or publicity to the U.S. Army or the Corps of Engineers.

1.4 The Contractor shall maintain a list of alternate points of contact (POCs) in the event the CO is not available. CEHNC will provide the alternate POCs.

2. End of DID MR-015.

DATA ITEM DESCRIPTION

Title: Investigative Derived Waste Plan

Number: MR-005-13

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-CS-P

Applicable Forms:

Use/Relationship: The Investigative Derived Waste (IDW) Plan will be used to detail requirements for handling and disposing of IDW. This Data Item Description contains instructions for preparing work plan chapters addressing IDW for Munitions Response or other munitions related projects.

Requirements:

1. The Investigative Derived Waste (IDW) Plan will:

1.1 Describe how IDW (i.e., Recovered Chemical Warfare Materiel (RCWM) contaminated media, hazardous waste, and decontamination wastes, etc.) will be handled at the site. Regulatory acceptance of the IDW Plan may be required prior to contractor field mobilization.

1.2 Address how pre-transportation storage, transportation, treatment, and ultimate disposal of the various waste streams will be accomplished.

1.3 Include a letter report for the Contracting Officer recommending appropriate disposal actions and treatment.

1.4 Identify how the IDW disposal will be accomplished in a timely manner, to be agreed upon prior to the start of work.

1.5 Document how the disposal of the IDW is conducted by a facility that operates as a Treatment, Storage, and Disposal Facility (TSDF) under Resource Conservation and Recovery Act (RCRA) regulations. The geographic district or installation will identify a point of contact for signature of the hazardous waste manifest.

1.6 Describe the packaging of material in accordance with state and Federal laws and regulations in this plan. Packaging will be addressed in the work plan for the purpose of segregation of materiel (if necessary) for transportation and ultimate disposal of the IDW.

1.7 Identify all personnel and equipment necessary to package, label, manifest, transport, and dispose of the IDW in accordance with the approved work plan.

1.8 Describe the necessary licenses and permits, and how contractor personnel will comply with applicable Federal, state, and local laws, codes, and regulations when executing this work.

1.9 Identify the methods used to ensure the shipment or transportation of IDW is in accordance with Department of Transportation (DOT) Hazardous Material Regulation 49 CFR 100-199.

1.10 Describe the preparation of all required hazardous waste manifests, which will include a correct description of all wastes to be shipped in a complete and legible manner.

2. End of DID MR-005-13.

DATA ITEM DESCRIPTION

Title: Environmental Protection Plan

Number: MR-005-12

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-CS-P

Applicable Forms:

Use/Relationship: The Environmental Protection Plan (EPP) will be used to describe the approach, methods, and operational procedures to be employed to protect the natural environment during performance of all tasks at a specific Munitions Response or other munitions related project. This Data Item Description contains instructions for preparing work plan chapters addressing environmental protection for Munitions Response or other munitions related projects.

Requirements:

1. The EPP shall be a site specific plan that describes the contractor's procedures and methods during site activities to minimize pollution, protect and conserve natural resources, restore damage, and control noise and dust within reasonable limits.
2. While complying with all ARARs, the EPP shall detail the identification and location, as well as the procedures and methods to protect and/or mitigate the resources/sites of all known:
 - 2.1 Endangered/threatened species within the project site.
 - 2.2 Wetlands within the project site.
 - 2.3 Cultural, archaeological, and water resources within the project site.
 - 2.4 Coastal zones within the project site.
 - 2.5 Trees and shrubs that will be removed within the project site.
 - 2.6 Existing waste disposal sites within the project site.
3. The EPP shall detail mitigation procedures for the following:
 - 3.1 All manifesting, transportation, and disposal of wastes.
 - 3.2 All burning activities.
 - 3.3 Dust and emission control.
 - 3.4 Spill control and prevention.
 - 3.5 All storage areas and temporary facilities.
 - 3.6 Access routes.
 - 3.7 Trees and shrubs protection and restoration.
 - 3.8 Control of water run-on and run-off.
 - 3.9 Decontamination and disposal of equipment.

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3.10 Minimizing areas of disturbance.

4. The EPP shall include the procedures for post-activity clean-up to be accomplished.

5. The EPP shall reference any air-monitoring plan prepared as part of the Accident Prevention Plan (refer to DID MR-005-06 for conventional Munitions Response projects or DID MR-005-15 for RCWM projects).

6. End of DID MR-005-12.

DATA ITEM DESCRIPTION

Title: Quality Control Plan

Number: MR-005-11

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Quality Control (QC) Plan will be used to provide details of the approach, methods, and operational procedures to be employed to perform QC for a specific Munitions Response or other munitions related project. This Data Item Description contains instructions for preparing work plan chapters addressing QC for Munitions Response or other munitions related projects.

Requirements:

1. A QC Plan shall be prepared to document the approach and procedures to be used to ensure quality throughout the execution of the tasks required by the individual Task Order.
2. The QC Plan shall document processes affecting quality and will include the following:
 - 2.1 Audit procedures, corrective/preventive action procedures, data management, digital geophysical operations, anomaly acquisition and reacquisition, field operations, equipment calibration/maintenance requirements (geophysical instruments, radios/cell phones, vehicles/machinery, air monitoring equipment and personal protective equipment etc.), pass/fail criteria for all quality audits and records generated (daily logs, meeting minutes, inventory forms, inspection forms etc.).
 - 2.2 The QC plan shall also describe how lessons learned are captured, documented, and submitted to the Government.
 - 2.3 The QC plan shall describe the procedure used to ensure contract submittals (reports, work plans, etc.) are reviewed/processed to ensure they meet contractual requirements and how changes to existing documents are processed and communicated to appropriate personnel.
 - 2.4 The QC Plan shall include a process/training plan for all on-site personnel that ensures each employee meets the qualifications requirements (education, training, and/or experience), as defined for this contract to perform the duties of the job for which they were hired. The QC plan will also address all site specific and routine training requirements for contractor personnel and site visitors.
 - 2.5 If applicable, the QC Plan shall contain a Chemical Data Quality Management sub plan in accordance with Engineering Regulation (ER) 1110-1-263.
3. All QC documentation will be submitted as part of or as supporting documentation for the appropriate follow-on report.
4. All QC records and documentation will be kept on site and made available for government inspection upon request.
5. End of DID MR-005-11.

DATA ITEM DESCRIPTION

Title: Munitions Constituents Chemical Data Quality Deliverables

Number: MR-005-10

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-CS-P

Applicable Forms:

Use/Relationship: Munitions Constituents (MC) Chemical Data Quality Deliverables will be used to describe planning and results of sampling and analysis, quality assurance/quality control, laboratory qualification, data acquisition/data reporting, and chain-of-custody when environmental samples are required for Munitions Response or other munitions related projects.

1.1 REFERENCES

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

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 200-1-1 (1994)	Validation of Analytical Chemistry Laboratories
EM 200-1-3 (2001)	Requirements for the Preparation of Sampling and Analysis Plans
EM 200-1-6 (1997)	Chemical Quality Assurance
ER 1110-1-263 (1996)	Data Quality Management for Hazardous, Toxic, Radioactive Waste Remedial Activities
EP 75-1-3	Recovered Chemical Warfare Materiel (RCWM) Response
EM 1110-1-4009	Ordnance And Explosives Response

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 540-R-99-008 (1999)	Contract Laboratory Program National Functional Guidelines for Organic Data Review
EPA 540-R-01-008 (2002)	Contract Laboratory Program National Functional Guidelines for Inorganic Data Review
EPA 530/F-93/004 (Rev O; updates I, II, IIA, IIB, III, and IIIA)	Test Methods for Evaluating Solid Waste (Vol. IA, IB, IC, and II)

1.2 CHEMISTRY REQUIREMENTS

Chemical Data Quality Control (CDQC) shall be as defined in ER 1110-1-263; this ER, which integrates USACE guidance on the subject, shall be supplemented by EM 200-1-6 for detail technical guidance on CDQC. Work plans and laboratory analysis shall be according to or consistent with EM 200-1-3. Chemistry requirements for MMR projects with environmental sampling shall also be according to EM 1110-1-4009. Chemistry requirements for Chemical Warfare Materiel (CWM) projects shall be according to EP 75-1-3.

DID MR-005-10

1.2.1 Data Quality Objectives (DQO)

Sample acquisition, chemical analysis and chemical parameter measurements shall be performed so that the resulting data meet and support data use requirements. The chemical data shall be acquired, documented, verified and reported to ensure that the specified precision, accuracy, representativeness, comparability, completeness and sensitivity requirements are achieved.

1.2.2 Sampling, Analysis and Measurement

Samples shall be collected and analyzed and/or shipped to a primary laboratory according to the project-specific SOW.

1.3 QUALITY ASSURANCE ELEMENTS

The Contractor shall be responsible for the following QA elements necessary to monitor and ensure the quality of chemical data produced.

1.3.1 Laboratory Validation Requirements

The Contractor shall propose the minimum number of laboratories that can attain or have attained U.S. Army Corps of Engineers (USACE) validation in accordance with EM 200-1-1 and consistent with contract required chemical data quality. The Contractor may propose laboratories that shall subsequently be validated by the USACE, or select currently validated USACE laboratories. The laboratory must hold applicable state accreditations. The Contractor shall identify all proposed project laboratories in the proposal and in the sampling and analysis plan (SAP). If a proposed analytical laboratory cannot meet specified analytical requirements or achieve the required validation, the Contractor shall select another laboratory. If not currently validated, the USACE laboratory validation process requires a nominal 120-day process. Samples may not be subcontracted to another laboratory without approval of the CO. If a subcontractor laboratory must be used, the subcontractor laboratory must meet all requirements for validation and accreditation, as well as project-specific SAP requirements.

For chemical warfare projects, all potentially agent-contaminated environmental samples must be: (a) sent to a government laboratory or a contractor laboratory with a current bailment agreement for agent analysis or (b) cleared as having no detectable levels of agent by extraction-based analytical methods prior to being sent to an HTRW laboratory. Laboratories conducting agent analysis must be included in project SAPs, but do not require USACE validation described in the preceding paragraph. If samples from chemical warfare projects are sent to an HTRW laboratory, the receiving laboratory must be notified in writing prior to sample shipment that samples could possibly contain chemical agent contamination. A copy of this notification shall be provided to USAESCH.

1.3.2 Quality Assurance Sample Collection and Analysis

The Contractor shall be responsible for collection and transportation of QA samples to the QA laboratory. Samples for all analyses (except volatiles) shall be taken as splits of homogenized samples. Samples for volatiles shall be collected as discrete duplicates/triplicates. Samples shall be collected at a rate of 10 percent per matrix per analysis per sampling event.

a. The Contractor shall submit the QA Laboratory Advance Notification (QALAN) to the QA laboratory. The QALAN shall include a list of laboratory-related DQO. The DQO shall include, but shall not be limited to, identification of extraction and analysis method numbers, a list of analytes with required limits, estimated number of tests, approximate sampling dates, and requested completion date for QA testing. The Contractor shall notify the Contracting Officer (CO) and the QA laboratory immediately of any changes.

b. The Contractor shall provide all labor and field supplies, including sample containers and shipping coolers, for collecting and shipping samples for QA testing. The Contractor shall properly collect, label, and package the QA samples, fill out all chain-of-custody forms, and ship the samples by one-day delivery

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service to the designated QA laboratory for analysis. The Contractor shall notify the laboratory when all sampling is completed and shall clearly mark the chain-of-custody form accompanying the final shipment "FINAL".

c. The Contractor shall allow 60 calendar days for laboratory analysis of QA samples, data review, and submission of the Government chemical quality assurance report. The elapsed time shall begin when the Contractor's last sample arrives at the QA laboratory, provided that the Contractor's completed chemistry data package is received within 30 calendar days thereafter. Otherwise, the Contractor shall allow 30 calendar days from the date the completed chemistry data package is received at the laboratory. Where QA results are unacceptable due to Contractor negligence (e.g. improper sample collection and/or handling by the Contractor), or where QA sample results conflict with the Contractor's primary sample results, further sampling and testing shall be performed as directed by the CO. All costs for such additional sampling and testing due to Contractor negligence, including both QC and QA testing and analysis, and for any required remedial actions in the work, shall be borne by the Contractor. USACE acceptance of final disposition of any excavated soil shall not occur until the Contractor's sampling and QC results have been confirmed by QA results. This includes all final stockpiling, wasting, backfilling, etc. No payment will be made for laboratory sampling and testing before receipt and acceptance by the Government of the QA samples and the completed Chemical Data Final Report (CDFR), properly formulated according to these specifications.

1.3.4 Review of Primary Laboratory Data

The Contractor shall be responsible for the independent data review of the entire primary data set.

1.3.5 Validation of Data

The Contractor shall be responsible for validating the data in accordance with EPA 540-R-99-008, EPA 540-R-01-008, and any applicable state or regional requirements. The data validation strategy shall be established at the beginning of the project to be consistent with project DQOs.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. The following shall be submitted in accordance with project-specific statements of work:

Sampling and Analysis Plan; G.

The SAP, including the Field Sampling Plan (FSP) and the Quality Assurance Project Plan (QAPP), shall be provided as an Appendix to the work plan according to the work plan schedule.

Quality Assurance Sample Collection and Analysis.

The QA Laboratory Advance Notification (QALAN) shall be provided to the QA laboratory at least 10 business days before the initial shipment of samples.

Data Quality Control Reports for Environmental Sampling Activities.

Daily Quality Control Reports (DQCRs) will be prepared daily during environmental sampling activities. Copies shall be sent daily electronically to USAESCH (PM, TM, and Project Chemist) and the geographic district.

Chemistry Data Package.

The chemistry data package shall be provided to the QA lab and to USAESCH in accordance with project-specific SOW.

Electronic Data Deliverable; G.

All laboratory data for samples analyzed by commercial laboratories shall be submitted in the Automated Data Review (ADR) software EDD format as provided in ADR Version 4.0 Specifications. The EDD shall be provided to USAESCH in accordance with the project-specific SOW. Tables A1 and A3 are mandatory submittals. Table A2 should be provided if the laboratory is capable.

Chemical Data Final Report; G.

The CDFR shall be provided as an Appendix to the applicable Final Report. A summary of chemical data results shall be provided within the body of the applicable Final Report.

1.5 QUALIFICATIONS

1.5.1 Chemical Quality Control Officer

As a minimum, the Contractor's Chemical Quality Control Officer is a person with a B.S. degree in chemistry or a closely related field who has a minimum of five years of directly related environmental chemistry experience, preferably with munitions. The Chemical Quality Control Officer shall ensure that all chemistry related objectives including responsibilities for DQO definitions, sampling and analysis, project requirements for data documentation and validation, and final project reports are attained. The Chemical Quality Control officer need not be present onsite during routine sampling, but shall be available for consultation with Government and Contractor personnel.

1.5.2 Field Chemist

As a minimum, the Field Chemist shall have: a B.S. degree in Chemistry, Environmental Science, Engineering, Geology, Hydrology, or a related field; two years of experience in and knowledge of EPA methods for collecting environmental and hazardous waste samples; two years of experience in operation of field screening equipment (e.g. PID, FID, infrared spectrometer, immunoassay, etc.); and two field seasons of experience with the particular field screening techniques for use on this project. The Field Chemist shall perform all field screening tests and shall also be available for consultation with Government personnel.

1.5.3 Environmental Sampler

As a minimum, the Environmental Sampler shall have documented training in sampling procedures and associated documentation.

2.1 GENERAL EXECUTION REQUIREMENTS

The Contractor shall be responsible for chemical sample acquisition, sample analysis, instrumental measurements of chemical parameters, and chemical data quality control. An effective chemical data quality control system shall be established that meets the requirements for the chemical measurement DQO applicable to the project. The system shall cover chemical measurements pertaining to and required for Contractor and subcontractor produced chemical data. The Contractor shall control field screening, sampling, and testing in conjunction with remedial activities to meet all DQO; minimize the amount of excavated material requiring temporary storage; prevent dilution of contaminated soils with clean soils; and ensure completion of work within the required time.

2.2 QUALITY CONTROL PLAN

2.2.1 Additional Requirements

In addition to the quality control requirements specified in DID MR-005-11, the CQC Plan shall incorporate the qualifications, authority and responsibilities of all chemical quality management and

DID MR-005-10

support personnel. Chemical measurements including sampling and/or chemical parameter measurement will not be permitted to begin until after production and acceptance of the CQC Plan, and Government approval of the SAP.

2.2.2 Chemistry Elements of the CQC Plan

To cover contract related chemical measurements by the Contractor and all subcontractors, the CQC Plan shall include the following as a minimum.

2.2.2.1 Qualifications

Names, education, experience qualifications, authorities, and decision-making responsibilities of all chemical quality management and support personnel. The CQC Plan shall contain a copy of a letter from the project QC manager designating and authorizing a Chemical Quality Control Officer and chemical quality control organization staff.

2.2.2.2 Authority and Responsibility

A diagram, flow chart, or figure clearly depicting the chemical data quality management and support staff and the authority and responsibility of each for chemical sampling and analysis, procedures for corrective actions, deliverables and submittals, deviations and changes, chemical quality documentation, data validation, minimum data reporting requirements, and DQO for chemical parameter measurement by the Contractor and subcontractors. The contents of this section of the CQC Plan shall be included in the applicable "Project Organization" elements of the FSP and the QAPP.

2.3 SAMPLING AND ANALYSIS PLAN

The SAP shall be prepared in accordance with CDQC requirements and EM 200-1-3. The SAP shall be a two-part document that contains two distinct elements: FSP and QAPP. Sections of the FSP and QAPP shall be cross-referenced. The SAP shall confirm the Contractor's understanding of the contract requirements for chemical data quality control, and shall describe procedures for field sampling and sample submittal for analysis, field chemical parameter measurement, data documentation, data assessment and data reporting requirements. The SAP shall delineate the methods the Contractor intends to use to accomplish the chemical quality control items to assure accurate, precise, representative, complete, legally defensible and comparable data. The SAP shall describe all chemical parameter measurements for all matrices for all phases of the contract. As a single interrelated document, the SAP shall be provided to field and laboratory personnel. The Contractor may propose original/innovative approaches to chemical parameter measurements for cost reduction and remediation efficiency by abbreviated sampling, contingency sampling and/or contingency analysis, indicator or tracer analysis, onsite analytical services, equivalency or screening methods. The SAP shall clearly identify the Contractor obtained laboratories. The Contractor shall furnish copies of the Government approved SAP to all laboratories and the Contractor's field sampling crew. The SAP shall address all levels of the investigation with enough detail to become a document that may be used as an audit guide for field and laboratory work. The Contractor shall provide the laboratory QA/QC plan and applicable Standard Operating Procedures as an electronic Appendix to the SAP.

2.3.1 Field Sampling Plan

The FSP shall contain necessary technical detail and direction for the field personnel to understand sampling and field measurement requirements. The FSP shall provide a comprehensive description and full detail for personnel to perform all onsite activities required to attain project DQO, including: locations of samples, sampling procedures for onsite and offsite chemical analysis, summaries of analyses to be performed on samples, shipment of samples for offsite analyses, performance of onsite and offsite instrumental parameter measurements, data documentation and reporting requirements.

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2.3.2 Quality Assurance Project Plan

The QAPP shall contain necessary technical detail and direction for field and laboratory personnel to understand project sample analysis, quality control and data reporting requirements, analytical methods, required detection limits, QC requirements, and data validation and reporting requirements.

2.4 DATA QUALITY CONTROL REPORTS FOR ENVIRONMENTAL SAMPLING ACTIVITIES.

The reports will include site activities, description of samples collected, and instruments and equipment utilized. Any deviations from the approved work plan will be documented in the DQCRs, including a description of the problems encountered, corrective action taken, and a summary of any verbal or written instruction received from Government personnel. Any deviations that may affect data quality objectives must be conveyed to USACE personnel (technical manager, project chemist, etc.) immediately. The following should be attached to the DQCRs: QA sample tables that match up primary, replicate (QA/QC), and other field control samples (e.g., blanks), copies of chain-of-custody forms, and any other environmental sampling-related project forms that are generated. DQCRs will become part of the project file.

2.5 CHEMISTRY DATA PACKAGE

The chemistry data package shall be produced and provided through USAESCH CO to the USACE QA lab and USAESCH. The chemistry data package shall contain information to demonstrate that the project's DQO have been fulfilled. The QA function will compare QA sample results to corresponding primary sample results, will assess the Contractor's compliance with the SAP, and will recommend corrective action as necessary. The laboratory shall provide data reporting elements for definitive data per Section I.13.4.2 of EM 200-1-3. The laboratory shall report all analytical results greater than the Method Detection Limit (MDL), which, in the analyst's professional judgment, are believed to be reliably detected. Concentrations reported between the MDL and the Practical Quantitation Limit (PQL) shall be flagged as estimated. PQLs shall be at least 3 times MDLs for all analytes.

2.6 CONTROL OF CHEMICAL DATA QUALITY

Contractor chemical data quality control shall ensure that a quality control program is in place that assures sampling and analytical activities and the resulting chemical parameter measurement data comply with the DQO and the requirements of the SAP. The Contractor shall utilize the three-phase control system that includes a preparatory, initial and follow-up phase for each definable feature of work. The Contractor's three-phase chemical data control process shall ensure that data reporting requirements are achieved and shall be implemented according to the CQC Plan and the SAP.

2.7 ANALYTICAL TESTING LABORATORIES

The Contractor shall propose the analytical laboratories to be used for the primary samples analyses. Laboratory validation requirements shall be in accordance with paragraph Laboratory Validation Requirements. The Contractor may utilize its own laboratory or utilize subcontract laboratories to achieve the primary required sample analyses.

2.7.1 Laboratory Analytical Requirements

The Contractor shall provide the specified chemical analyses by the Contractor's laboratory. The Contractor shall provide chemical analyses to achieve the project DQO for all parameters specified by the methods. To give the USACE programs the greatest flexibility in the execution of its projects, the EPA 530/F-93/004 methods are generally the methods employed for the analytical testing of environmental samples. These methods are flexible and shall be adapted to individual project-specific requirements. Method performance must be in accordance with EM 200-1-3, Appendix I requirements, unless variances are specifically approved in the SAP. The requirement for the laboratory to provide quantitative second column confirmation for explosives per EM 200-1-3/SW8000B (i.e., five-point calibrations must be

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performed for each target analyte for the primary and confirmatory columns and quantitative results for each column must be reported) will not be waived. Based upon project requirements, exceptions will be considered for the following coeluting pairs: 2-A-DNT/4-A-DNT, 2-NT/4-NT, and 2,4-DNT/2,6-DNT.

2.7.2 Laboratory Performance

The Contractor shall provide continued acceptable analytical performance and shall establish a procedure to address data deficiencies noted by review and/or quality assurance sample results. The Contractor shall provide and implement a mechanism for providing analytical labs with the SAP or QAPP portion of the SAP, for monitoring the lab's performance and for performing corrective action procedures. The Contractor shall acquire analytical services with additional USACE validated and state accredited laboratories in the event a project lab loses its validation status during the project.

2.8 ELECTRONIC DATA DELIVERABLE

Chemical data shall also be provided electronically by the Contractor in the ADR format and as part of the Geographic Information System. Use of the ADR software will require that the contractor develop a comprehensive library file for all of the methods to be analyzed under this SOW. The library file will accurately reflect all of the analytical quality requirements as documented in the final SAP for this project and will be provided to both USAESCH and the sub-contract lab for use in screening EDD submittals. All electronic data submitted by the contract laboratory is required to be error-free, and in complete agreement with the hardcopy data. Data files are to be delivered both by e-mail and on high density CD accompanying the hardcopy data reports. The disk must be submitted with a transmittal letter from the laboratory that certifies that the file is in agreement with hardcopy data reports and has been found to be free of errors using the latest version of the ADR evaluation software provided to the laboratory. The contract laboratory, at their cost, will correct any errors identified by USAESCH. The Contractor is responsible for the successful electronic transmission of field and laboratory data under this SOW. The Contractor's laboratory is responsible for archiving the electronic raw data and sufficient associated hardcopy data (e.g., sample login sheets and sample preparation log sheets) to completely reconstruct the analyses that were performed for a period of ten years after completion of this contract.

2.9 CHEMICAL DATA FINAL REPORT

The CDFR shall be produced including a summary of quality control practices employed and all chemical parameter measurement activities after project completion. As a minimum, the CDFR shall contain the following:

- a. Summary of project scope and description.
- b. Summary of any deviations from the design chemical parameter measurement specifications.
- c. Summary of chemical parameter measurements performed as contingent measurements.
- d. Summary discussion of resulting data including achieving data reporting requirements.
- e. Summary of achieving project-specific DQOs.
- f. Presentation and evaluation of the data to include an overall assessment on the quality of the data for each method and matrix. This should include, at a minimum, two types of data tables. The first shall include all analytical results for all samples collected. The second shall include all analytical results greater than Method Detection Limit (MDL) for all samples collected. Tables should be sorted by method and include appropriate data flags resulting from laboratory review and from Contractor's data validation.
- g. Internal QC data generated during the project, including tabular summaries correlating sample identifiers with all blank, matrix spikes, surrogates, duplicates, laboratory control samples, and batch identifiers.

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- h. A list of the affected sample results for each analyte (indexed by method and matrix) including the appropriate data qualifier flag (J, B, R, etc.), where sample results are negatively impacted by adverse quality control criteria.
- i. Summary of field and laboratory oversight activities, providing a discussion of the reliability of the data, QC problems encountered, and a summary of the evaluation of data quality for each analysis and matrix as indicated by the laboratory QC data and any other relevant findings.
- j. Comparison of results to any applicable project-specific numeric criteria.
- k. Conclusions and recommendations.
- l. Appendices containing: (1) Chemistry data package, (2) DQCRs, and (3) Results of the Chemical Quality Assurance Report (CQAR). The CQAR is a Government produced document achieved through the inspection and analysis of QA samples and corresponding project sample data. The CQAR will include review of all QC parameters such as holding times, detection limits, method blanks, surrogate recoveries, matrix spikes and duplicates, and inter-laboratory and intra-laboratory data comparisons.

2.10 DOCUMENTATION

Documentation records shall be provided as factual evidence that required chemical data has been produced and chemical data quality has been achieved. The documentation shall comply with the requirements specified in paragraphs SAMPLING AND ANALYSIS PLAN, DATA QUALITY CONTROL REPORTS FOR ENVIRONMENTAL SAMPLING ACTIVITIES, CHEMISTRY DATA PACKAGE, ELECTRONIC DATA DELIVERABLE, and CHEMICAL DATA FINAL REPORT.

DATA ITEM DESCRIPTION

Title: Property Management Plan

Number: MR-005-09

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-CT-E

Applicable Forms:

Use/Relationship: The Property Management Plan will be used to describe how property management will be performed for a specific Munitions Response or other munitions related project. This Data Item Description (DID) contains instructions for preparing work plan chapters addressing property management for Munitions Response or other munitions related projects. This DID does not apply to firm fixed price (FFP) Task Orders.

Requirements:

1. General. The contractor shall prepare a detailed plan for management of Government property in accordance with FAR, Part 45.5, and its supplements.
2. Content. The plan shall separate field equipment, office equipment, and consumable supplies, and include:
 - 2.1 A description and quantity of materials to be used.
 - 2.2 The source and estimated rental/acquisition costs of all materials.
 - 2.3 Documentation of the contractor's process to acquire 3 quotes for each item and a comparison of rental versus purchase cost for each item, when reimbursement for actual costs is claimed by the contractor.
 - 2.4 Basis of selection to be used by the contractor to recommend the source for leased vehicles, when reimbursement for actual costs is claimed by the contractor. The selection process will include an analysis of rates for leasing vehicles using the quotes obtained from 3 commercial vendors as described above and GSA (GSA only if the lease period is greater than 3 months). The following guidelines should be considered when selecting the number and kind of vehicles (exceptions must be justified by the contractor and approved by the Contracting Officer (CO)):
 - a. The maximum number of vehicles allowable, such as 1 vehicle for approximately each 4 employees working on site, or larger carrying capacity vehicles such as vans to replace several vehicles.
 - b. The type/kind of vehicle required to perform the function on site, considering the physical conditions at the site.
 - 2.5 A list of consumable supplies and personal property that are included in the contractor's overhead rate.
 - 2.6 A proposed storage plan, including the method of separation of Government property from contractor property.
 - 2.7 Ultimate disposal plan covering salvage, turnover to the Government, or other disposition of material upon contract termination.
 - 2.8 A plan for submitting, on a quarterly basis, or at project's end if the project duration is less than 3 months, a property tracking log report. The report will list all contractor-acquired property that is directly charged to the project.
 - 2.9 Procedures for notifying the CO of loss, damage, or destruction of accountable Government property.
- 3.0 End of DID MR-005-09.

DATA ITEM DESCRIPTION

Title: Work, Data, and Cost Management Plan

Number: MR-005-08

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Work, Data, and Cost Management Plan will be used to describe procedures for the management and control of work and costs for a specific Task Order. This Data Item Description contains instructions for preparing work plan chapters addressing work, data, and cost management for Munitions Response or other munitions related projects.

Requirements:

1. Work, Data, and Cost Management Plan. This part of the work plan shall describe how the work and data will be managed and accomplished, and how costs will be controlled.

1.1 Describe the project management approach to all tasks required under the Task Order. Describe the controls that will be used to ensure that work is performed in a timely manner and that all established procedures and plans are being followed. Describe the manner in which subcontractors' work will be managed and integrated into the overall effort.

1.2 A schedule shall be presented using MS Project or similar software, which contain milestones for task deliverables and associated costs, show the task components in their relative chronological positions, and state the intervals between milestones in terms of working days following the previous events.

1.3 Describe the cost control and tracking methodology to be used.

1.4 List the recurring deliverables to be submitted which relate to work, data, and cost management.

2. End of DID MR-005-08.

DATA ITEM DESCRIPTION

Title: Geospatial Information and Electronic Submittals

Number: MR-005-07

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-CS-D

Applicable Forms:

Use/Relationship: The Geospatial Information and Electronic Submittals will be used to describe methods, equipment, and accuracy for conducting location surveys and mapping of Munitions Response or other munitions related projects, and the subsequent development of Geographical Information System (GIS) databases to support the mapping and document (paper and electronic) production process. This Data Item Description (DID) contains instructions for preparing work plan chapters addressing all geospatial information and electronic submittals for Munitions Response or other munitions related projects.

Requirements:

1. General. The site-specific Geospatial Information and Electronic Submittals Plan for each project will document the site-specific survey, mapping, aerial photography, CADD/GIS, and electronic submittals required to create a complete geospatial dataset requirements tailored to the needs of that project. Additional information is provided in EM 1110-1-4009. Geospatial data products will be required in either metric or English units depending upon the needs of the individual project. Metric is the standard unit, unless otherwise specified by the specific Task Order. All geospatial data shall conform to the CADD/GIS Technology Center Spatial Data Standards for Facilities Infrastructure and Environment (SDSFIE) and the OE-GIS data standard as outlined in the specific Task Order and this DID. Metadata shall be created for the core OE-GIS data layers, and will be prepared in accordance with Federal Geographic Data Committee (FGDC) metadata standards.

1.1 Accuracy. Horizontal and vertical control of "Class I, Third Order" or better shall be established for the network of monuments. Horizontal control shall be based on either the English or metric system and referenced to the North American Datum of 1983 (NAD83) and the Universal Transverse Mercator (UTM) Grid System. Vertical control, if required, shall also be based on either the English or metric system and referenced to the North American Datum of 1988 (NAVD88). All surveying and mapping requirements shall meet the minimum standards set forth in EM 1110-1-1004 - Geodetic and Control Surveying. If aerial photographs or orthophotography are used to provide this survey, the aerial targets used for control points shall meet the same horizontal and vertical accuracy and requirements in EM 1110-1-1000 - Engineering and Design - Photogrammetric Mapping. All newly established control points and recovered monuments shall be of a permanent nature for recoverability during future phases of work within the same project. All control points shall be iron or steel pins, concrete monuments, or other permanent construction method. Installation of control points and monuments shall meet minimum standards set forth in EM 1110-1-1002 - Survey Markers and Monumentation. A licensed Professional Land Surveyor in the State where the work is being performed shall certify all surveying requirements to include all control points, grid corners, transect points, and boundaries as required by the project. The Northing and Easting (Y, X) for all control points, grid corners, transect points, and any boundaries or closures shall be presented in a certified letter or drawing, along with an electronic submittal of the same to CEHNC upon completion of the field work.

1.2 Geographic Information Systems (GIS) Incorporation. Spatial data created for the project are to be provided in neutral, nonproprietary Spatial Data Transfer Standard (SDTS) format at the completion of the project, as well as in either Microstation SE/MGE (Microstation design files), or ESRI-compliant formats (Shapefiles, coverages, or geodatabases) during the project. The use of one of these proprietary spatial data formats will be defined in the Task Order SOW. Raster data (orthophotography, remote sensing imagery, etc.) are to be provided in Tagged Image File format (TIF) at the completion of the project, as well as in either TIF format or MrSID-compliant format during the project. The selection of one of these raster data formats will be defined in the Task Order SOW. Supporting tabular data shall be provided in ANSI SQL language format at the completion of the project, as well as in either Microsoft Excel, Microsoft Access, or Oracle database format, dependent upon the storage and performance requirements of the project. The use of one of these proprietary database formats will be defined in the Task Order

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SOW. The Final Submittal in electronic format shall contain all required Project (ArcGIS .mxd) files and Layout files for all plates, figures, and drawings conveyed in the appropriate Final Report.

1.3 Plotting. All of the control points (monuments, aerial targets, and property corners) recovered and/or established at the site shall be plotted at the appropriate coordinate points on reproducible electronic or hard copy media for production of planimetric or topographic maps at scales appropriate for the parcel size being described. Parcels less than 10 acres shall be plotted at 1:200. Parcels 10 – 100 acres shall be plotted at 1:600 (1"=50'). Parcels larger than 100 acres will be plotted at 1:2400 (1"=200'). Area maps shall be provided for parcels of 100 acres, and shall show sheet breakdown for subsequent sheets required for the set.

1.4 Mapping. The location, identification, coordinates, and elevations of all the control points recovered and/or established at the site shall be plotted on reproducible media for planimetric or topographic maps at the scale specified in the task order. Each control point shall be identified on the map by its name and number and the final adjusted coordinates and elevations (to the closest 0.001m and 0.01 ft.). Each map shall include a grid north, a true north, and a magnetic north arrow with the differences between them in degrees, minutes, and seconds shown. Grid lines or tic marks at systematic intervals with their grid values shall be shown on the edges of the map. Also, a legend showing the standard symbols used for the mapping and a map index showing the site in relationship to all other sites within the boundary lines of the project area shall be shown. The coordinates for the grid corners shall be shown to the closest one-foot (1.0 ft.), but may require greater accuracy to meet geophysical mapping and re-acquisition requirements. The locations of individual recovered Munitions and Explosives of Concern (MEC) items shall be tape measured or the X and Y distance estimated, to obtain a horizontal accuracy of plus or minus one foot within the grid, and plotted and identified on the map.

2. Digital Design Data.

2.1 General Design File Requirements. An overall planimetric design file shall be created and shall be digitized into a Microstation ".dgn" file at an elevation of zero. If contours and spot elevations are required, all data shall be digitized into a second Microstation 3D design file with each element (contours and spot elevations) at their correct elevation, and topologically triangulated network (ttn) files shall be created to model the topographic surface. The ttn file shall be created using the elements of the topographic file, and all spot elevations, contours, and break lines necessary to create the ttn file shall be used. The ttn file shall be created so that it can be used in an Intergraph software product INROADS to recreate the contours at their exact locations. Referencing the planimetric and contour files from additional Microstation work files shall create cut sheet plots, and views into the project data.

2.2 Each sheet shall be a standard metric A-1 size drawing, which is 841 mm by 594 mm (33.1 inches by 23.4 inches). Each sheet shall also have a standard border; revision block; title block; complete index sheet layout; bar scale; legend; grid lines or grid tic layout in feet or meters; a True North, a Magnetic North and a Grid North arrow, with their differences shown in degrees, minutes, and seconds; and shall be plotted at the horizontal scales required. The Contractor's logo shall not dominate the title block and sheet border. The standard A-1 sheet size title block and border define the text size, location, and format.

2.3 All associated cell, reference, or attachment files shall be attached and provided with the digital data set along with all other supporting files or data. All production and work files shall be fully documented into a concise data manual. This manual shall include all specific information required for an outsider to be able to recreate all products and determine the location, names, structures, and association of the data such as layer description, weights, colors, symbology, referencing of files, etc. This manual shall be included as an ASCII file titled READ.ME that is included with all distributed digital data.

2.4 No digital data will be acceptable until proven compatible with the USAESCH Graphics System. All revisions required to obtain compatibility with the USAESCH Graphics System shall be done at the contractor's own expense.

3. Computer Files and Digital Data Sets.

3.1 All final document files (e.g., reports and associated figures and tables) generated shall be furnished to USAESCH in IBM PC-compatible MS Office 97 or higher software and in Adobe Portable Document Format (PDF). Products shall be suitable for viewing, without modification, on the Internet. Freeware versions of Adobe

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Acrobat Reader, Netscape, and Internet Explorer, as appropriate, shall accompany the document files on CD-ROM so that the user can use the CD to either install the programs and documents on a machine, or use the CD in a standalone mode to view the document files. In submissions with multiple CDs, only one copy of the viewers is required. It shall be included on the first CD of the series. The basic software supported to the field shall be capable of operating on a typical single Intel Pentium processor PC utilizing the Windows 2000 operating system with a minimum of 256 megabytes of memory and adequate disk storage for project data.

3.2 All final GIS data generated by this contract and other individual Task Orders shall be submitted in non-proprietary Spatial Data Transfer Standard format at the close of the project, as well as in the proprietary format used for the execution of the project (Microstation/MGE, DGN format, or ESRI's shapefile, coverage, or geodatabase format). All data shall conform to the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE), and as outlined in the specific task order. All in-progress and fielded GIS data, design drawings, survey data, relational databases, geophysical data, and other related data may be required to be available on line to the Government by HTTP or FTP down load or by Web based GIS queries as specified for the project. All formal GIS data submittals will be made on PC CD-ROM. Each submittal shall be accompanied by a freeware viewer application appropriate for reviewing the proprietary formatted GIS data (e.g ArcReader for ESRI format shape files and coverage's). The viewer application need only be supplied on one CD-ROM for multiple CD-ROM submittals. At a minimum, the contractor will supply instructions for loading the data and viewer application. No other additional software shall be required, and no data modification shall be required for viewing the submittal. Other specific packages to be considered must be proposed to USAESCH for approval and for system and mission compatibility.

3.3 Electronic Submittal. All data shall be submitted electronically on PC CD-ROM. The PC CD-ROM is the required format. All data items will be delivered, and the specific timeframe for delivery will be specified within each Task Order SOW. However, at no time will the delivery be less than that specified in EM 1110-1-4009.

4. End of DID MR-005-07.

DATA ITEM DESCRIPTION

Title: Accident Prevention Plan

Number: MR-005-06

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-SY-S

Applicable Forms: ENG Form 3394

Use/Relationship: This Data Item Description contains instructions for preparing an Accident Prevention Plan (APP) for conventional Munitions Response and other munitions related projects.

Requirements:

1. The contractor shall develop an Accident Prevention Plan (APP) as the safety and health policy program. The APP shall interface with the contractor's overall safety and health program. The APP shall be prepared in the format shown and address all the elements in EM 385-1-1, Appendix A. Where a specific element is not applicable, list the element in the plan and state that the element is not applicable with a brief justification for its omission. The APP shall be an implementing document with emphasis on "who" will have each of the specific responsibilities and "how" and "when" each of the applicable requirements will be performed. The prime contractor shall integrate all subcontractor work activities into the APP, make the APP available to all contractor and subcontractor employees, and ensure that all subcontractors integrate provisions of the APP in their work activities.

1.1 Signature Sheet. Title, signature, and phone number of the following:

- a. Plan preparer (qualified person such as corporate safety staff person, Quality Control (QC)).
- b. Plan must be approved, by company/corporate officers authorized to obligate the company (e.g., owner, company president, regional vice president, etc.).
- c. Plan concurrence (e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC) (provide concurrence of other applicable corporate and project personnel (Contractor)).

1.2 Background Information. List the following:

- a. Contractor;
- b. Contract number;
- c. Project name;
- d. Brief project description, description of work to be performed, and location shown on a legible map;
- e. Contractor accident experience (provide information such as experience modification rate (EMR), OSHA 300 Forms, corporate safety trend analyses); and
- f. Listing of phases of work and hazardous activities requiring AHA.

1.3 Statement of Safety and Health Policy. Provide a copy of your current corporate/company Safety and Health Policy Statement. NOTE: In addition to the corporate/company policy statement, your corporate/company safety program may provide a significant portion of the information required by the APP.

1.4 Responsibilities and Lines of Authority.

- a. Identification and accountability of personnel responsible for safety - at both corporate and project level.
- b. Lines of authority.

1.5 Subcontractors and Suppliers. Provide the following:

- a. Identification of subcontractors and suppliers (if known);
- b. Means for controlling and coordinating subcontractors and suppliers; and
- c. Safety responsibilities of subcontractors and suppliers.

1.6 Training.

- a. List subjects to be discussed with employees in safety indoctrination.
- b. List mandatory training and certifications that are applicable to this project (e.g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, PPE) and any requirements for periodic retraining/recertification.
- c. Identify requirements for emergency response training. See paragraph 1.12.2. below for a list of requirements that may require emergency response training.
- d. Outline requirements (who attends, when given, who will conduct, etc.) for supervisory and employee safety meetings.

1.7 Safety and Health Inspections. Provide details on:

- a. Who will conduct safety inspections (e.g., PM, safety professional, QC, supervisors, employees), proof of inspector's training/qualifications, when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc. The names of competent and/or qualified person(s) and proof of competency/qualification to meet specific OSHA competent/qualified person(s) requirements must be attached.
- b. Any external inspections/certifications that may be required (e.g., USCG).

1.8 Safety and Health Expectations, Incentive Programs, and Compliance.

- a. Provide your company's written safety program goals, objectives, and accident experience goals for this contract shall be provided.
- b. A brief description of the company's safety incentive programs (if any) shall be provided.
- c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) shall be identified.
- d. Provide written company procedures for holding managers and supervisors accountable for safety.

1.9 Accident Reporting. The Contractor shall identify who, how, and when the following will be completed:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports, and logs;

c. Immediate notification of major accidents.

1.10 Medical Support. Outline on-site medical support and offsite medical arrangements including rescue and medical duties for those employees who are to perform them, and the name(s) of onsite Contractor personnel trained in first aid and CPR.

1.11 Personal Protective Equipment. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of PPE. Outline procedures to be followed to assure the proper use, selection, and maintenance of personal protective and life saving equipment (e.g., protective footwear, protective gloves, hard hats, safety glasses, hearing protection, body harnesses, lanyards).

1.12 Plans (Programs, Procedures) Required by EM 385-1-1, as noted in the (),as applicable.

a. Layout plans (04.A.01)

b. Emergency response plans:

(1) Procedures and tests (01.E.01)

(2) Spill plans (01.E.01, 06.A.02)

(3) Firefighting plan (01.E.01, 19.A.04)

(4) Posting of emergency telephone numbers (01.E.05)

(5) Wild land fire prevention plan (09.K.01)

(6) Man overboard/abandon ship (19.A.04)

c. Hazard communication program (01.B.06). Provide the location of MSDS, records of Contractor employee training, and inventory of hazardous materials (including approximate quantities and a site map) that will be brought onto Government project by the Contractor and subcontractor.

d. Respiratory protection plan (05.E.03)

e. Health hazard control program (06.A.02)

f. Lead abatement plan (06.B.05 & specifications)

g. Asbestos abatement plan (06.B.05 & specifications)

h. Abrasive blasting (06.H.01)

i. Confined space (06.I)

j. Hazardous energy control plan (12.A.07)

k. Critical lift procedures (16.C.18)

l. Contingency plan for severe weather (19.A.03)

m. Access and haul road plan (8.D.1)

n. Demolition plan (engineering and asbestos surveys)(23.A.01)

o. Emergency rescue (tunneling) (26.A.05)

- p. Underground construction fire prevention and protection plan (26.D.01)
- q. Compressed air plan (26.I.01)
- r. Formwork and shoring erection and removal plans (27.B.02)
- s. Jacking plan (lift) slab plans (27.D.01)
- t. Blasting plan (29.A.01)
- u. Diving plan (30.A.13)
- v. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 252.223-7004)
- w. Fall protection plan (Section 21)
- x. Steel erection plan (27.E.01)
- y. Night operations lighting plan (16.C.19.d)
- z. Site sanitation plan (Section 02)
- aa. Fire Prevention Plan (09.A.01)

1.13 Contractor Information. The Contractor shall provide information on how they will meet the requirements of applicable Sections of this manual in the APP. As a minimum, excavations, scaffolding, medical and first-aid requirements, sanitation, PPE, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements; and chemical, physical agent, and biological occupational exposure prevention requirements shall be addressed as applicable.

1.14 Site-specific Hazards and Controls. Detailed site-specific hazards and controls shall be provided in the AHA for each activity of the operation.

2. Site Safety and Health Plan (SSHP). The Contractor shall develop a SSHP as an attachment to the APP. The SSHP shall address all occupational safety and health hazards associated with Munitions and Explosives of Concern (MEC) and munitions constituents operations. The SSHP shall address the requirements of 29 CFR 1910.120(b)(4)(ii), 29 CFR 1926.65(b)(4)(ii), Corps of Engineers Manual, EM 385-1-1, Section 28, ER 385-1-95 and any other applicable Federal, state, and local safety and health requirements. The level of detail provided shall be tailored to the type of work, complexity of operations to be accomplished, and the hazards anticipated. The SSHP shall address those elements, which are specific to the site, and have the potential for negative effects on the safety and health of workers. Where a specific element is not applicable, list the element in the plan and state that the element is not applicable with a brief justification for its omission. The following is provided as additional instruction for preparation of the SSHP. The SSHP shall cover the elements listed in 2.1 through 2.14 in project specific detail. SSHP elements adequately covered elsewhere in the APP need not be duplicated. When a specific element is repeated, list the element in the plan and state that the element is addressed in the APP.

2.1 Site description and contamination characterization. Provide a description of the site based on results of previous studies, site history, and prior uses and activities. The SSHP shall provide a description of the contamination with the exposure potential to adversely affect safety and occupational health and likely to be encountered by the on-site work activities. Include ordnance and chemical/biological, concentration ranges, media in which found, locations onsite, and estimated quantities/volumes to be impacted by this work.

2.2 Hazard/Risk analysis. An AHA shall be developed for each task/operation to be performed. The AHA shall comply with the requirements in 01.A.13. The AHA shall account for all hazards (classic safety, explosive

ordnance, chemical, physical, biological, ionizing radiation) likely to be encountered while performing the work. The tasks and hazard/risk analyses shall be modified and approved as needed to address changing work conditions.

- a. Classic Safety. Evaluate the potential for injury from all site conditions and activities (e.g., munitions, excavations, slips, trips, and falls, electricity, equipment, machinery, etc.).
- b. Explosive Ordnance and Explosives. Identify potential munitions items that may be encountered and the necessary steps to mitigate the hazards. Identify the types of explosives to be used to dispose of MEC and possible hazards and mitigation of the same.
- c. Chemical. List the chemical hazards that may be encountered during site activities and evaluate the chemical, physical, and toxicological properties of the chemicals. Describe the sources and pathways of employee exposure and anticipated on-site and off-site exposure levels. Address Federal, state and local regulations or recommended exposure standards. Address employee exposure to hazardous substances bought on site for the execution of site activities.
- d. Physical. Evaluate the potential for injury from physical agents such as noise, heat and cold stress, vibration, etc., that may be present.
- e. Ionizing Radiation. Evaluate the risk to human health caused by radioactive materials or ionizing radiation fields in the area where work is to be performed. Consider the presence of radioactive isotopes and the type of ionizing radiation they emit. Describe the sources and pathways of employee internal exposure and anticipated on and off-site internal and external levels. Address Federal, state and local regulations or recommended exposure standards.
- f. Biological. Evaluate the potential for illness or injury due to biological agents (e.g., poisonous plants, animals, insects, microorganisms.).
- g. Establish and discuss action levels and methods to mitigate the hazards noted above for the situations listed below. Action levels and required actions shall be presented in text and tabular forms.

- (1) Implementation of engineering controls and work practices.
- (2) Upgrades/downgrades in levels of personal protective equipment.
- (3) Work stoppage and/or emergency evacuation of on-site personnel.
- (4) Prevention and/or minimization of public exposures to hazards created by site activities

2.3 Staff organization, qualifications, and responsibilities. The following personnel are required for implementation of safety and occupational health requirements at cleanup operations. Each person assigned specific safety and health responsibilities shall have their responsibilities identified and his/her qualifications and experience documented by a resume attached to the SSHP.

a. Safety and Health Manager (SHM). The SHM must be a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), or Certified Health Physicist (CHP), dependent upon the contaminant-related hazards on the project (CIH for occupational health hazards, CSP for safety hazards, and CHP for ionizing radiation hazards). The SHM shall have 3 years of experience managing safety and occupational health at hazardous waste site cleanup operations. The SHM shall enlist the support of safety and occupational health professionals with appropriate education and experience when working on sites with multiple (chemical, safety, ionizing radiation) hazards. The SHM is responsible for the following actions:

- (1) Develop, maintain, and oversee implementation of the SSHP.
- (2) Visit the project as needed to audit the effectiveness of the SSHP.

- (3) Remain available for project emergencies.
- (4) Develop modifications to the SSHP as needed.
- (5) Evaluate occupational exposure monitoring/air sampling data and adjust SSHP requirements as necessary.
- (6) Serve as a QC staff member.
- (7) Approve the SSHP by signature.

b. Site Safety and Health Officer (SSHO). The SSHO shall have 1 year of experience implementing safety and occupational health procedures at cleanup operations, and have the training and experience to conduct exposure monitoring/air sampling and select/adjust protective equipment use. The Unexploded Ordnance Safety Officer (UXOSO) who meets these qualifications may also serve as the SSHO. The SSHO shall have the authority and is responsible for the following actions:

- (1) Be present during operations to implement the SSHP.
- (2) Inspect site activities to identify safety and occupational health deficiencies and correct them.
- (3) Coordinate changes/modifications to the SSHP with the SHM, site superintendent, and contracting officer.
- (4) Conduct project specific training.
- (5) A UXO qualified individual, meeting the personnel qualification requirements for a UXOSO shall review the APP and SSHP and sign their concurrence along with the SHM.

2.4 Training. Personnel shall comply with the following general and project specific training requirements:

a. General training. General training requirements apply to project personnel exposed to contaminant related health and safety hazards. General training must comply with the following requirements:

- (1) 40-hour off-site hazardous waste site instruction. Off-site instruction must comply with the 40-hour training requirements in OSHA standards 29 CFR 1910.120 and 29 CFR 1926.65.
- (2) 8-hour annual refresher training. Refresher training must comply with the requirements in OSHA standards 29 CFR 1910.120 and 29 CFR 1926.65. USACE employees must comply with local district hazardous waste refresher training policies.
- (3) 3 days of field experience under the direct supervision of a trained, experienced supervisor.

b. Supervisory training. On-site supervisors must comply with the 8-hour supervisory training requirements in OSHA standards 29 CFR 1910.120 and 29 CFR 1926.65.

c. Project-specific training. The following project-specific training shall be provided to workers before onsite work begins:

- (1) Training specific to other sections of this manual or OSHA standards in 29 CFR 1910 and 29 CFR 1926 that are applicable to site work and operations.
- (2) Training covering each element in the SSHP.
- (3) The Contractor shall maintain copies of the required training certificates on site and shall make them available for government inspection upon request.

2.5 Personal Protective Equipment. PPE used to protect workers from site-related hazards (explosive ordnance, construction safety and health and contaminant related) shall comply with requirements specified in Section 5.

2.6 Medical surveillance. All personnel performing on-site work that will result in exposure to contaminant-related health and safety hazards shall be enrolled in a medical surveillance program that complies with OSHA standards 29 CFR 1910.120 (f) and 29 CFR 1926.65 (f). Minimum specific exam content and frequency based on probable site conditions, potential occupational exposures, and required protective equipment shall be specified. Certification of medical surveillance program participation shall be appended to the SSHP. The certification shall include: employee name, date of last examination, and name of examining physician(s). The required written physician's opinion shall be made available upon request to the government's designated authority. All medical records shall be maintained in accordance with 29 CFR 1910.1020.

2.7 Exposure monitoring/Air sampling program. Exposure monitoring and air sampling shall be performed to evaluate effectiveness of prescribed PPE and to evaluate worker exposure to site-related contaminants and hazardous substances used in the cleanup process. Project-specific exposure monitoring/air sampling requirements shall comply with requirements specified Section 6. Where perimeter monitoring is not deemed necessary, provide suitable justification for its exclusion. All monitoring and sampling protocols shall be specified to include instrumentation to be used and calibration of instruments.

2.8 Heat and cold stress. The procedures and practices for protecting workers from heat and cold stress shall comply with the requirements 06.J.

2.9 Standard operating safety procedures, engineering controls, and work practices. Safety and occupational health procedures, engineering controls and work practices shall be addressed for the following as appropriate:

- a. Site rules/prohibitions (buddy system, eating/drinking/smoking restrictions, etc.).
- b. Work permit requirements (radioactive work, excavation, hot work, confined space, etc.).
- c. Material handling procedures (soil, liquid, radioactive materials, spill contingency).
- d. Drum/container/tank handling (opening, sampling, overpacking, draining, pumping, purging, inerting, cleaning, excavation and removal, disassembly and disposal, spill contingency).
- e. Comprehensive Activity Hazard Analysis of treatment technologies employed at the site.

2.10 Site control measures. The contractor shall describe site control measures, which include site maps, the work zone delineation and access points, the on/off-site communication system, general site access controls, and security procedures (physical and procedural). Work zones shall be established so that on-site activities do not spread contamination. The site shall be set up so that there is a clearly defined exclusion zone (EZ) and a clearly defined support zone (SZ) with a contamination reduction zone (CRZ) as a transition between the EZ and SZ.

2.11 Personal hygiene and decontamination. A personal hygiene and decontamination station shall be set up in the CRZ for personnel to remove contaminated PPE and to wash when exiting the EZ. The contractor shall develop and specify decontamination procedures in accordance with 29 CFR 1910.120 for personnel, PPE, monitoring instruments, sampling equipment, and other equipment used on site. Decontamination procedures shall address specific measures to ensure that contamination is confined to the work site. Necessary facilities and their locations, detailed standing operating procedures (SOPs), frequencies, supplies, and materials to accomplish decontamination of site personnel and to determine adequacy of equipment decontamination shall be discussed.

2.12 Equipment decontamination. An equipment decontamination station shall be set up in the CRZ for equipment to be decontaminated when exiting the EZ.

2.13 Emergency equipment and first aid. The equipment and personnel required for first aid and CPR shall comply with the requirements in Section 3. Emergency equipment required to be on-site shall have the capacity to respond

to project-specific emergencies. Site emergencies may require (but should not be limited to) PPE and equipment to control fires, leaks and spills, or chemical (contaminant or treatment process) exposure.

2.14 Emergency response and contingency procedures. An Emergency Response Plan (ERP) shall be developed that addresses the following emergency response and contingency procedures:

- a. Pre-emergency planning. An agreement shall be established between the Contractor, local emergency responders, and the servicing emergency medical facility that specifies the responsibilities of on-site personnel, emergency response personnel, and the emergency medical facility in the event of an on-site emergency.
- b. Personnel and lines of authority for emergency situations.
- c. Criteria and procedures for emergency recognition and site evacuation (e.g., emergency alarm systems, evacuation routes and reporting locations, site security).
- d. Decontamination and medical treatment of injured personnel.
- e. A legible route map with written instructions to emergency medical facilities and phone numbers for emergency responders (physician, pre-notified nearby medical facility, fire and police departments, ambulance service, state/local/Federal agencies, CIH, CSP, CHP, and CO).
- f. Criteria for alerting the local community responders.
- g. Material Safety Data Sheets (MSDS) for each hazardous substance anticipated to be encountered on site shall be made accessible to site personnel at all times and shall be maintained on site.

2.15 Emergency Response Plan.

- a. Operations. Identify the operations requiring the use of hazardous substances.
- b. Pre-emergency planning with local emergency responders. Describe emergency response agreements, including roles and responsibilities, made with local emergency responders for hazardous material response, fire, rescue, emergency medical care, and security and law enforcement.
- c. Personnel roles, lines of authority, training, and communication. Describe key personnel roles, command structure/lines of authority and communications requirements for responding to construction site or facility specific hazardous substance releases.
- d. Emergency recognition and prevention. Explain the likely emergency scenarios for the construction project or facility, and explain how employees can expect to identify and recognize emergency scenarios.
- e. Safe distances and places of refuge. Select safe places of refuge to be used in emergency situations, identify these locations in the ERP, and require employees to report to selected places of refuge during emergencies.
- f. Site security and control. Describe how the facility will be secured and describe access to the site controlled during emergencies.
- g. Evacuation routes and procedures. Describe and map out the evacuation routes to safe places of refuge and any special safety and health procedures employees must follow while evacuating the facility.
- h. Decontamination. Develop and describe plans and procedures for decontaminating personnel if/when they come in contact with leaking hazardous substances.
- i. Emergency medical treatment and first aid. Explain how emergency medical treatment and first aid will be provided in the event of a hazardous substance spill.

j. Emergency alerting and response procedures. Describe how personnel will be alerted in the event of a hazardous substance spill, and describe how facility personnel must respond after emergency alerting procedures are initiated.

k. Critique of response and follow-up. Describe how lessons learned from emergency response will be documented and used to improve future emergency response actions.

l. PPE and emergency equipment. Describe the PPE and emergency equipment to be made available and how it is to be used by employees for evacuation. Describe the PPE and emergency response equipment that will be available for use by response personnel at the facility.

2.16 Emergency Response Team. Designate a facility-specific ERT. Describe the team's emergency responsibilities. Describe the team's responsibilities for interacting with local emergency response providers (i.e., where the facility team's responsibilities end and the local response providers begin).

a. Personnel training requirements. At a minimum, ERT personnel at the facility or construction project shall be trained to the "First Responder Operations Levels" specified in 29 CFR 1910.120 (q)(6)(ii). Response above and beyond defensive requires additional training and highly qualified supervision under 29 CFR 1910.120(q) and 29 CFR 1926.65(q) and must be specified on a project specific basis.

b. ERT responsibilities. The ERT shall, at a minimum, respond in a defensive manner to hazardous substance releases at the facility or construction project using the equipment and procedures specified in the ERP for defensive response. The ERT shall only provide response services beyond defensive if qualified and only according to the procedures specified in the facility or construction project-specific ERP.

2.17 Confined Space Entry. The Contractor shall develop and include procedures for confined space entry in IAW 29 CFR 1910.146. If no confined spaces exist on site and there are no planned excavations that could result in a confined space, this section may be omitted.

2.18 Logs, Reports, and Record Keeping.

a. Record keeping procedures for training logs, daily safety inspection logs, employee/visitor registers, medical surveillance records and certifications, air monitoring results, and personal exposure records shall be specified.

b. All personal exposure and medical monitoring records shall be maintained IAW applicable OSHA standards, CFR 1904, 1910, and 1926.

c. The Contractor shall develop, retain, and submit, as part of the final report, all visitor registration logs, training logs, and daily safety inspection logs (as part of the daily QC Reports).

3. Should any unforeseen hazard become evident during the performance of work, the SSHO shall bring such hazard information to the attention of the SHM and the on-site government representative (both verbally and in writing) for resolution as soon as possible. In the interim, necessary action shall be taken to reestablish and maintain safe working conditions.

4. Accidents/incidents shall be reported IAW DID MR-015 and EM 385-1-1. If there is an accident involving radiation, the RPO for the USACE Geographic District or the Radiation Protection Staff Officer shall be notified.

5. The Safety Exposure Report, a tabulation of field labor hours, lost workday accidents, and number of lost workdays shall be submitted monthly in accordance with DID MR-080.

6. End of DID MR-005-06.

DATA ITEM DESCRIPTION

Title: Geophysical Prove-Out (GPO) Plan and Report

Number: MR-005-05A

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-CS-G

Applicable Forms:

Use/Relationship: The Geophysical Prove-out (GPO) Plan will be used to provide details of the approach, methods, and operational procedures to be (1) employed to perform GPOs for Munitions Response or other munitions related projects and (2) documented as part of the Geophysical Investigation Plan. This Data Item Description contains instructions for preparing GPO Plans and Reports. Additional references include EM 1110-1-4009.

Requirements:

1. GPO Plan. The elements described in the following sub-sections shall be addressed in the GPO Plan.

1.1 Test Plot/Test Strip Design. The proposed test plot/test strip layout shall be included in the GPO Plan.

a. Prove-out Size and Location. Selection of the prove-out area should be based upon the technical and site-specific considerations developed and finalized during the Technical Project Planning process and/or project team meetings, and follow anticipated layout for project data collection. It may be necessary to prepare more than one prove-out grid, mini-grid, or test strip if site conditions vary significantly. It may be advantageous to plan the prove-out location outside of areas where digging is restricted to UXO technicians and/or oversight by UXO technicians.

b. Seed Items. A tabulated list, available in digital format, containing the seed items, ID numbers, proposed X, Y, Z locations, proposed inclination and declination (or survey information on the nose, tail, and center point of the item) shall be included. Inert ordnance items should be used whenever possible.

1.2 Site Preparation. Describe any preparation that may be necessary to allow accessibility with geophysical instruments including vegetation removal and/or surface removal. After this step, the test plot should duplicate, as closely as possible, the conditions under which the geophysical surveys will be conducted.

1.3 Location Surveying. Describe the location methods to be employed. The location of the test plot corners and seed items shall be surveyed by a professional land surveyor (PLS) to a horizontal accuracy of 3 cm and a vertical accuracy of 5 cm. The center and both ends of seed items shall be surveyed. In addition, surface elevation shall be measured after seed item burial, to accurately determine depth below ground surface.

1.4 Pre-Seeding (Background) Geophysical Mapping. Describe background geophysical mapping. After a site has been selected and the surface prepared, pre-seeding geophysical surveys shall be performed with each detector type in order to determine and document base-line geophysical conditions at the site.

1.5 Quality Control. Describe Quality Control (QC) measures to be implemented. At a minimum, the tests outlined in Attachment B of DID MR-005-05 shall be performed.

1.6 Anomaly Avoidance. A statement that the contractor shall use anomaly avoidance techniques shall be included. This is to ensure the location of each excavation and corner marker/stake is clear of metallic anomalies before placing seed items or site corner markers, and includes utilizing the background geophysical data.

1.7 Seeding. Describe the planned seeding methodology for known items. In addition to the known seed items, blind seed items may be buried by the Government, and/or the contractor's UXO QC Specialist, for quality control. The contractor shall allot ample time for burial of blind seed items and ensure that adequate excavating equipment is

DID MR-005-05A

available to attain the seed item burial depths planned. Once placed, all seeded items and corner markers should be surveyed and photographed. The planned GPO target layout plan shall be updated to reflect the “as built” configuration. The seeded items should be painted blue and tagged with a non-biodegradable label identifying the items as inert and providing a contract reference, a point of contact address, phone number, and a target identifier.

1.8 Data Collection Variables. It is important to collect and analyze test plot data using the same equipment and procedures that are planned for field use. It is strongly recommended that key personnel from the GPO perform the production survey to minimize the learning curve and provide project continuity. Some data collection elements are subject to modification and evaluation and multiple geophysical surveys using each proposed geophysical instrument may be performed. These elements include: instrument height, instrument orientation and direction of travel, instrument channel selections, measurement interval along survey line, lane width, etc.

1.9 Data Analysis and Interpretation. All data collected at the prove-out grid from each geophysical instrument will be post-processed and analyzed. It is required that all data channels are analyzed to ensure the best methodology is established for each site. A dig-sheet, provided as Attachment C of DID MR-005-05, of selected target anomalies shall be prepared and provided to the project team for comparison with seeded item locations.

1.10 Reacquisition. The contractor shall perform anomaly reacquisition and verification, and record these measurements on the dig-sheet. This should be done to the same extent and with the same equipment as planned for the production geophysical investigation. If the GPO location is situated in an area where digging of unknown targets is permitted (e.g., beyond project site boundaries), it may be advantageous, based upon the professional judgment of the project geophysicist, in concurrence with CEHNC, to excavate a limited number of unknown anomalies that are identified during the pre-seeding background surveys. It is anticipated that such information would be used to aid in characterizing false positive responses in the project area.

1.11 Data Evaluation.

a. The geophysical data must be evaluated and scored so that the different geophysical approaches can be compared and ranked. Scoring criteria should include, as a minimum, the following: percent of seeded items detected (by class or size, and overall); number of unknown targets; production rate; cost per unit area; equipment durability and safety.

b. No single geophysical system is likely to achieve maximum scores in all evaluated areas. Therefore, the evaluation team must determine which approach is likely to be most efficient for the site.

2. GPO Letter Report.

3.1 After the GPO field work has been completed, the contractor shall prepare a GPO Letter Report including the following:

a. As-built drawing of the GPO plot;

b. Pictures of the seed items;

c. Color maps of the geophysical data;

d. Summary of the GPO results;

e. Proposed geophysical equipment, techniques, and methodologies; and

f. Sufficient supporting information to justify the project team’s recommendations, including manufacturer specifications for all recommended geophysical equipment, a definition of the expected target anomalies based upon the Archives Search Report, Site Inspection Report, Remedial Investigation/Feasibility Study or Engineering Evaluation/Cost Analysis results, or any other pertinent data/information used in decision making.

2.2 A CD shall be delivered with the letter report containing the following files:

DID MR-005-05A

- a. The GPO Letter Report (Microsoft Word format);
 - b. All raw and processed geophysical data. All data, except raw instrument data, shall be provided in column delineated ASCII files in the format x, y, z, v1, v2, etc., where x and y are UTM Grid Plane Coordinates in Easting (meters) and Northing (meters) directions, z (elevation) is an optional field in meters, and v1, v2, v3, etc., are the instrument readings. The last data field should be a time stamp. Each data field shall be separated by a comma or tab.
 - c. Geophysical maps in their native format (Surfur®, Geosoft Oasis montaj™, Intergraph, or ESRI ArcView format) and/or as raster bit-map images such as BMP, JPEG, TIFF or GIF;
 - d. Seed item location spreadsheet (Microsoft Excel format);
 - e. Spreadsheet (Microsoft Excel format) of contractor picks for each sensor type, including reacquisition; and
 - f. Spreadsheet (Microsoft Excel format) of all control points, survey points and benchmarks established or used during the Location Surveying task.
- 2.3 The contractor may not proceed with production geophysical mapping until the Government approves the GPO results as provided in the GPO Letter Report.
- 2.4 The GPO Letter Report and Contracting Officer Approval Letter shall be included in future geophysical reports and work plans associated with the survey area.
3. End of DID MR-005-05A.

DATA ITEM DESCRIPTION

Title: Geophysical Investigation Plan

Number: MR-005-05

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-CS-G

Applicable Forms: Attachment A – Field Data Sheet, Attachment B – Quality Control Frequency & Acceptance Criteria Chart, Attachment C – Geophysical Dig Sheet and Target History, Attachment D – Geophysical Map Deliverable Format

Use/Relationship: The Geophysical Investigation Plan will be used to provide details of the approach, methods, and operational procedures to be employed in performing geophysical investigations for Munitions Response or other munitions related projects. This Data Item Description contains instructions for preparing work plan chapters and data requirements when addressing geophysical investigations for Munitions Response or other munitions related projects. Additional references include EM 1110-1-4009.

Requirements:

1. Unexploded Ordnance (UXO) Safety. During all initial fieldwork and all intrusive activities, the geophysical crew shall be accompanied by a UXO Technician II. Prior to the survey crew entering an area potentially containing UXO, the UXO Technician II shall conduct visual surveys for surface ordnance and a magnetometer or electromagnetic survey of each intrusive activity site to ensure the site is anomaly free prior to the crew setting monuments or driving stakes. The UXO Technician II will not be required on a full time basis for non-intrusive activities.

2. Personnel Qualifications. All geophysical investigations shall be managed by a qualified geophysicist meeting the qualification requirements listed in Section C of the Basic Contract.

3. Geophysical Investigation Plan Outline. The contractor shall prepare a geophysical investigation plan in accordance with the following outline:

3.1 Site Description.

a. Geophysical Data Quality Objectives. Define target objectives and Site Specific Project constraints. Refer to MR-005-05A for Geophysical Prove-out (GPO) requirements.

b. Specific area(s) to be investigated, including a Survey Mission Plan Map.

c. Past, current and future use

d. Anticipated UXO type, composition and quantity

e. Depth anticipated

f. Digital topographic maps

g. Vegetation (digital air photos if available)

h. Geologic conditions (including bedrock type, mineralization and depth)

i. Soil conditions - including soil type/composition, typical moisture content, and thickness. Include Soil Conservation Service (SCS) map if available.

j. Shallow groundwater conditions (including depth, mineralization, existence of perched tables, and seasonal and tidal variations)

k. Geophysical conditions, including background geophysical gradients, regional magnetic field intensity, inclination, declination, local variation.

l. Site utilities

m. Man-made features potentially affecting geophysical investigations

n. Site-specific dynamic events such as tides, unusually strong winds, or other unusual factors affecting site operations

o. Overall site accessibility and impediments

p. Potential worker hazards

3.2 Geophysical Investigation.

a. Survey type – fixed pattern, transect, meandering path, hybrid

b. Equipment

- Survey platforms
- Detectors
- Sampling rates
- Navigation and mapping system (Note- If GPS systems are used, correlate satellite availability with work/rest periods)
- Data processing system

c. Procedures. Refer to Attachment A for Field Data Sheet

d. Personnel – Identify key personnel and project team members with designated responsibilities and requirements

e. Production rates

f. Data spatial density (define data in-line spacing and lane width)

3.3 Instrument Standardization. Refer to Attachment B for minimum test frequency requirements and acceptance criteria.

3.4 Data Processing, Corrections and Analysis. Detail initial field processing, standard data analysis methods, advanced data analysis techniques that may be required by certain project specific conditions, anomaly selection and decision criteria.

a. Initial field processing

Data file QC review and correction

- Grid name and location
- Line numbers, survey direction, fiducial locations, start and end points
- Removal of data drop-outs, spikes and physical feature interference sources

b. Standard data analysis

- Diurnal correction (magnetic data)
- Positional offset correction
- Sensor bias, background leveling and/or standardization adjustment
- Sensor drift removal
- Latency Correction
- Heading error removal (magnetic data)
- Geophysical noise identification and removal (spatial, temporal, motional, terrain induced)

- Gridding method and search criteria
 - Contour level selection with background shading and analysis
- c. Advanced data processing, digital filtering and enhancement (if applicable)
- Dipole match, or Analytic Signal calculation (magnetic data)
 - Adaptive (matched) filtering
 - Approximate magnetic volume/mass estimates (magnetic data)
 - Approximate depth determination
 - Time decay curve analysis (TDEM data)
 - Amplitude and Phase response analysis (FDEM)
 - Data Fusion
 - Digital filtering and Enhancement (low pass, high pass, band pass, Convolution, Correlation, Non-linear, etc...)
- d. Anomaly selection and decision criteria

3.5 Dig Sheet Development. Refer to Attachment C for form.

3.6 Anomaly Reacquisition.

3.7 Feed-Back Process (Comparison of dig-sheet predictions with ground-truth excavation results).

3.8 Quality Control.

3.9 Corrective Measures.

3.10 Records Management (Life Cycle Data Management, resource loaded schedule in Microsoft Project 2000 format, data transfer, and data storage).

3.11 Interim Reporting. (Include frequency of data submittals, dig-sheet and excavation results submittals.)

3.12 Map Format. Refer to Attachment D.

4. Geophysical Investigation Performance Goals.

4.1 Detection of Munitions and Explosives of Concern (MEC) or other munitions.

a. A simplified expression for maximum depth of detection is calculated as:

$$\text{Estimated Detection Depth (meters)} = 11 * \text{diameter (mm)} / 1000$$

b. Minimum ordnance item diameter must be determined on a project-specific basis. The contractor shall detect and remove all metallic items located within the target objective performance box on Figure 1 (blue area).

c. Any unexcavated (missed) item that has an intermediate principal axis diameter that fits within the target acceptance box is considered to be a Quality failure. The contractor will, at no expense to the Government, correct the Quality deficiency and re-sweep and perform QC on all affected areas again before re-submitting to the Government for verification and acceptance.

d. If the contractor believes the target objective performance goals cannot be achieved at a particular site, then the contractor shall propose and document alternative goals for the Contracting Officer's consideration. The contractor will not be held liable for technically unachievable goals, as determined during the GPO and initial phase of field work.

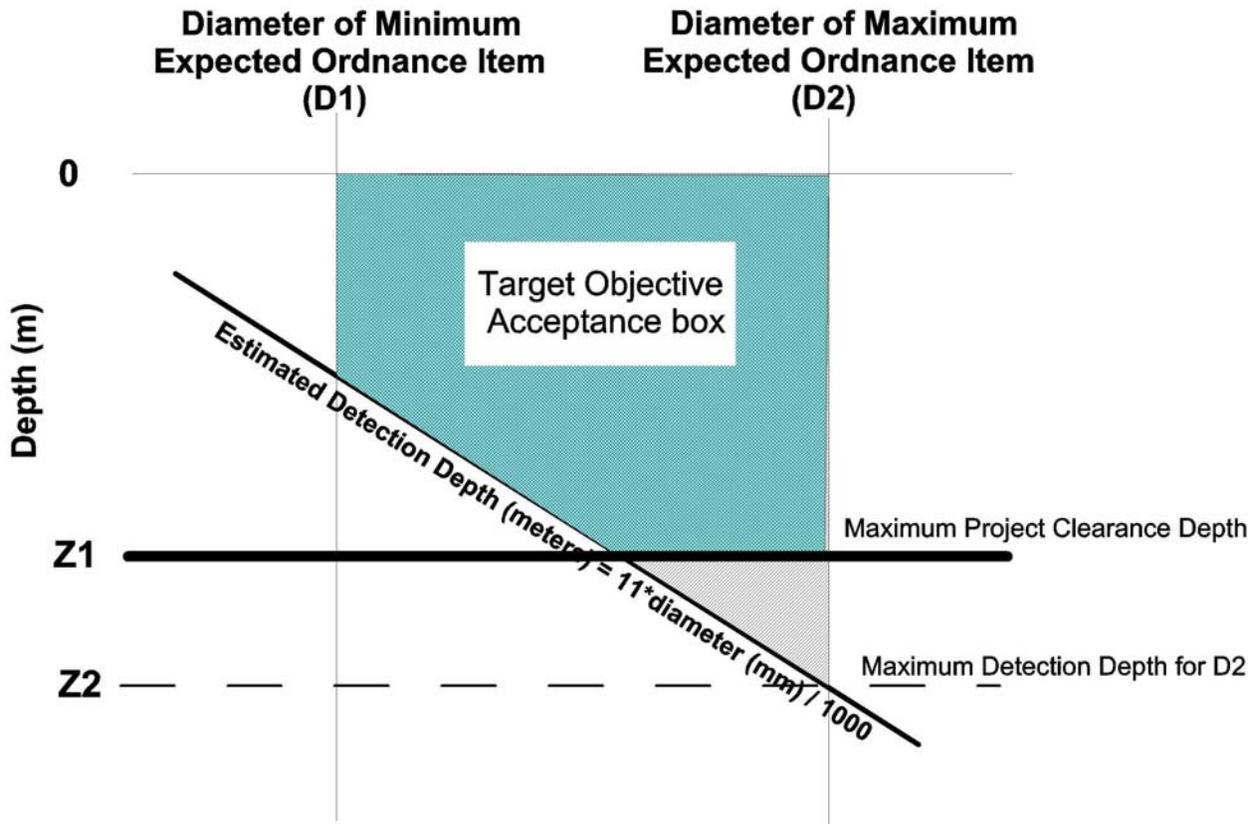


Figure 1 – Geophysical Target Objective Acceptance Box

4.2 Horizontal Accuracy. Horizontally, 95% of all reacquired anomaly locations must lie within a one (1) meter radius of their original surface location as marked on the dig sheet. Horizontally, 95% of all excavated items must lie within a 35 cm radius of their mapped surface location as marked in the field after reacquisition.

4.3 False Positives. If there are more than 15% "false positives" (anomalies reacquired by the Contractor result in no detectable metallic material recovered during excavations, calculated as a running average for the sector), a re-evaluation of the data, detection methods being utilized, and overall project QC shall be performed at no cost to the Government. A written response explaining the reason for the excessive false positive results and a Corrective Action Plan, if appropriate, shall be submitted to the Contracting Officer within 10 days of identification of the situation.

5. Geophysical Mapping Data.

5.1 The Contractor shall correlate all sensor data with navigational data based upon a local "third order" (1:5,000) monument or survey marker. If a suitable point is not available, the Contractor shall have a Professional Land Surveyor (PLS) establish a minimum of two (2) new monuments or survey markers per sector with a minimum of "third order" accuracy. All sensor data shall be preprocessed for sensor offsets, diurnal magnetic variations, latency corrections, drift corrections, etc. and correlated with navigation data. Diurnal magnetic variations measured at a base-station must be collected at a minimum of once per minute. The approved geophysical mapping technology shall digitally capture the instrument readings into a file coincident with the grid coordinates. All raw and final processed data shall be delivered corrected and processed in ASCII files. Corrections such as for navigation, instrument bias, and diurnal magnetic shift shall be applied. All corrections shall be documented. Geophysically mapped grids shall be exactly coincident with the grid system used by the UXO removal or remedial action contractor and shall use exactly the same datum and coordinate system. However, the geophysical contractor may choose to provide geophysical data files in grids of up to 400 ft. x 400 ft. square. The data shall be presented in

delineated fields as x, y, z, v1, v2, etc., where x and y are UTM Grid Plane Coordinates in Easting (meters) and Northing (meters) directions, z (elevation is an optional field in meters), and v1, v2, v3, etc., are the instrument readings. The last data field should be a time stamp. Each data field shall be separated by a comma or tab. No individual file may be more than 100 megabytes in size and no more than 600,000 lines long. Each grid of data shall be logically and sequentially named so that the file name can be easily correlated with the grid name used by other project personnel. The formats specified in this paragraph are REQUIRED to be exactly followed, although the Contractor may choose to submit the data in additional formats as well. No later than 36 hours after collection, the Contractor shall furnish each day's data to USAESCH, via internet using FTP, E-mail attachment for small files under 5 Mb, digital compact disk (CD) or other approved method, for inspection. Such data is considered to be in draft form. This data shall be corrected for sensor offsets, diurnal variations, latency, heading error, and drift. The Contractor shall also provide a digital planimetric map, in Intergraph .DGN, Surfer .srf, ESRI ArcView or Geosoft format, and coincident with the location of the geophysical survey, so that each day's geophysical data set can be registered within the original mission plan survey map. Within 10 days after collection, the Contractor shall furnish interim dig sheets for each day's data to USAESCH via email. Within 14 days of completion of survey activity the Contractor shall provide USAESCH all final geophysical maps, dig-sheets and supporting geophysical interpretations. All geophysical data shall be accompanied by a Microsoft Word 6.0 or higher file documenting the field activities associated with the data, and the processing performed. The Government will periodically perform validation checks to assure positional accuracy, proper instrument calibration or other analysis. Draft Data shall be provided within 24 hours of request to the government representative performing QA activities on the project.

5.2 Geophysical Data Analysis, Field Reacquisition, and Reporting. The Contractor shall analyze the geophysical data and provide complete digital "dig-sheets" in Microsoft Excel spreadsheet format utilizing Attachment C. Microsoft Access '97(or higher) database tables that include pre-built queries for the required information are also acceptable.

5.3 Anomaly Reacquisition and Marking. The same contractor that geophysically mapped and analyzed the survey area shall reacquire all geophysical anomalies identified for excavation on the dig sheets using the re-acquisition method tested by the Contractor and approved by CEHNC on the GPO. The Contractor shall flag (PVC flag with the unique identifier number recorded in indelible ink on the flag) the actual field location of each re-acquired anomaly shown on the "dig-sheet" and paint the ground (if feasible and allowable) at the flag location with high-visibility paint. Such reacquisition shall be carried out concurrently with other site activities and shall be completed no later than 14 days after geophysical field investigations are completed. If a longer than 14 day hiatus between the geophysical survey work and re-acquisition is expected, this should be so stated in the resource loaded Project Schedule that is submitted for Government approval. The Contractor shall record and report on all discrepancies between final reacquired mapped locations of anomalies as shown on the dig-sheet, and actual locations of the excavated anomalies. The Contractor shall also report any anomalies that could not be reacquired.

5.4 Anomaly Excavation Reporting. The Contractor shall, in full accordance with the project work plan, excavate the reacquired anomalies in the field. The disposition and final location details of each anomaly shall be recorded on the final dig sheets, which shall be submitted to the USAESCH within 10 days of completed excavations for that individual grid and also submitted in the Site Inspection, Remedial Investigation/Feasibility Study, Engineering Evaluation/Cost Analysis, or Site Specific Final Report.

6. End of DID MR-005-05.

**DID MR-005-05
Attachment A**

Field Data Sheet

QC checked by _____
Date: _____

QA checked by _____
Date: _____

Project Name: _____

Project Location: _____

Geophysical Contractor: _____

Design Center POC: _____

Project Geophysicist: _____

Site Geophysicist: _____

Survey Area ID: _____ **Date:** _____

Field Team: _____

Survey Type: Grid Meandering Path Transect Other _____

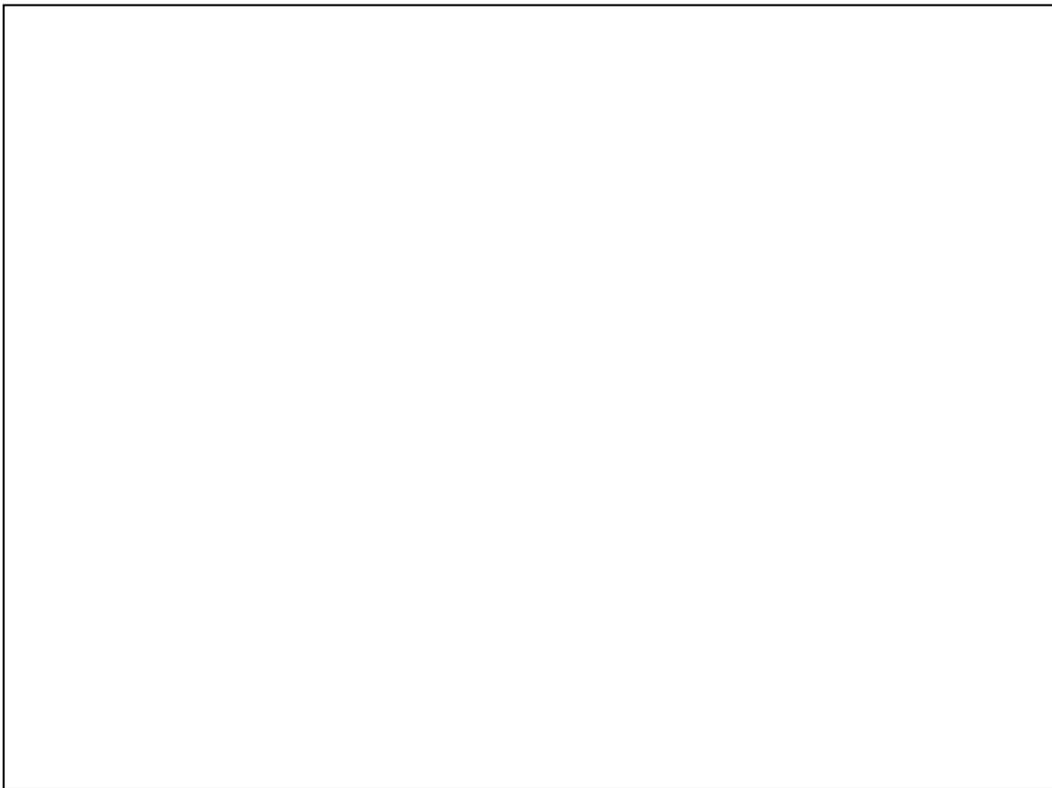
Coordinate System: UTM State Plane NAD _____ Local Other _____

Unit of Measure: meters feet

Sketch of Survey Area:

Approx. Scale: _____

North Arrow:



Terrain:

- Level Moderate Slope Steep
 Rolling Ruts Gullies
 Rocky Swampy Dangerous

Tree Cover: **Tree Height:** _____

- None Light Medium Thick

Brush:

- None Light Medium Thick

Weather:

- Sunny Cloudy Drizzle
 Rain Thunderstorms Hail
 Fog Humid Snow

Grid Corner Coordinates:

	UTM/State Plane	Local
<i>SW</i>	_____, _____	_____, _____
<i>NW</i>	_____, _____	_____, _____
<i>NE</i>	_____, _____	_____, _____
<i>SE</i>	_____, _____	_____, _____

Start End File Name

Battery Voltage: _____

Static Background Value: _____, _____

Static Response Value: _____, _____

Raw Data File Name: _____

Instrument Clock Drift: _____

Repeat Data File Name: _____

Geophysical Instrumentation: _____ **Serial Number:** _____

Base Station: _____ **Serial Number:** _____

Navigation Method: _____ **Serial Number:** _____

Additional Comments: _____

**DID MR-005-05
Attachment B**

Quality Control Frequency & Acceptance Criteria Chart

To facilitate the detection of buried munitions, the U.S. Army Engineering and Support Center, Huntsville (USAESCH) has defined standard equipment tests and data quality. It is imperative to perform and review QC tests before carrying out production geophysical work. This ensures that the geophysical system is functioning properly and optimized for the target objectives.

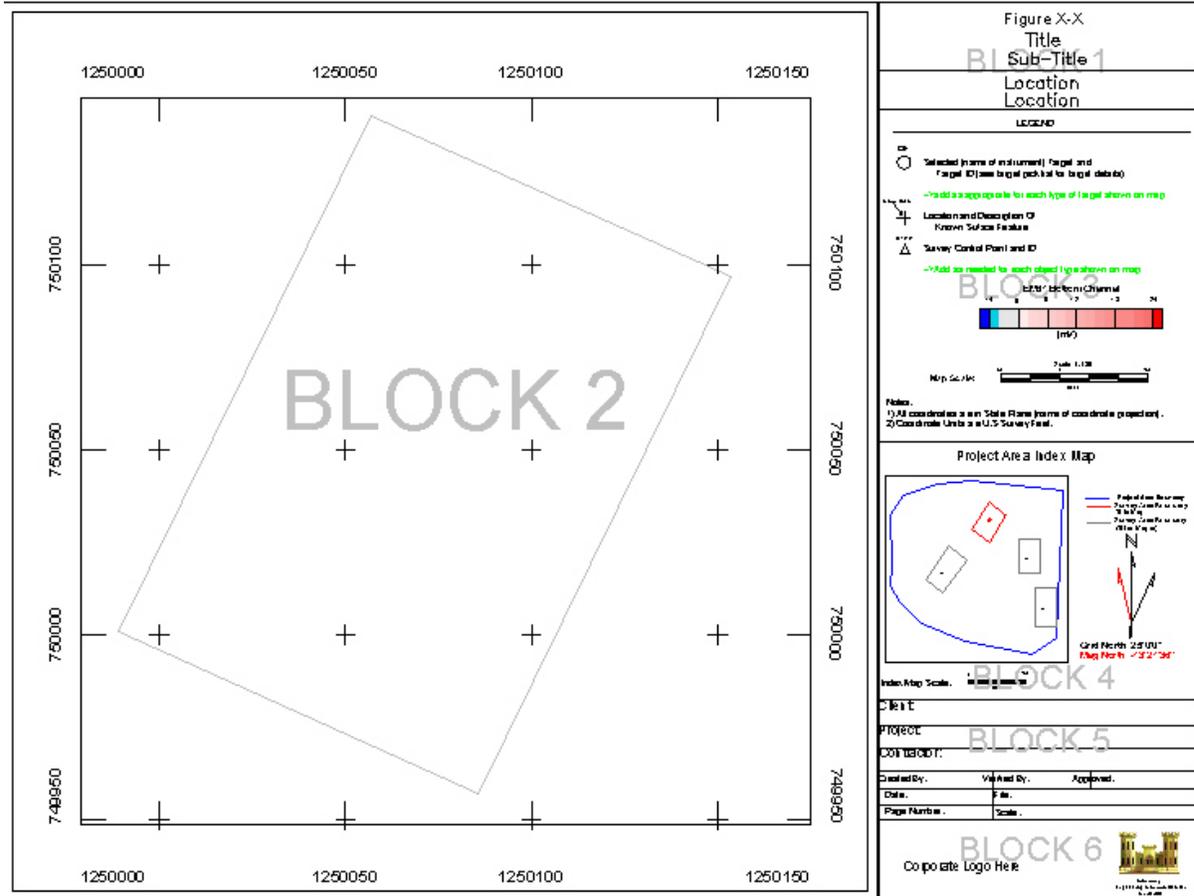
The most common instruments in use today for metallic munitions detection are magnetometers, and electromagnetic metal detectors. This chart identifies the minimum USAESCH required QC tests and acceptance criteria for these types of instruments.

Test #	Test Description	Acceptance Criteria	Frequency				
			Power on	Beginning of	Beginning & Day	1st D each o	1 Lir ft. per Linear Mile
1	Equipment Warm-up	Equipment Specific (typically 5 min)	X				
2	Record Sensor Positions	+/- 1 inch (2.54 cm)		X			
3	Personnel Test	EM61 2mV p-p, Mag 3nT p-p		X			
4	Vibration Test (Cable Shake)	Data Profile does not exhibit data spikes		X			
5	Static Background & Static Spike	Background: EM61 2.5 mV p-p, Mag 1nT p-p; Spike : +/- 20% of standard item response, after background correction.			X		
6	Azimuthal Test *	Sensor Orientation that minimizes drop-outs				X	
7	Height Optimization	Maximum S/N ratio that reliably detects smallest target objective.				X	
8	6 Line Test	Repeatability of response amplitude +/-20%, Positional Accuracy +/- 20cm				X	
9	Octant Test (Heading Error Test) *	Document heading error for post-processing correction				X	
10	Repeat Data	Repeatability of response amplitude +/-20%, Positional Accuracy +/- 20cm					X

* Magnetometer Only

DID MR-005-05
Attachment D

Geophysical Map Deliverable Format



DATA ITEM DESCRIPTION

Title: Explosives Siting Plan

Number: MR-005-04

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Explosives Siting Plan will be used to provide explosives safety criteria for planning and siting explosives operations for Munitions Response or other munitions related projects. This Data Item Description contains instructions for preparing work plan chapters addressing explosives siting procedures.

Requirements:

1. The contractor shall, when required by the Government, submit an explosives siting plan that describes the safety criteria to be employed during Munitions and Explosives of Concern (MEC) or other munitions related operations.
2. The following distances and areas shall be described in the plan and sited on the Quantity–Distance (Q-D) map:
 - 2.1 Munitions Response Sites (MRS). Minimum separation distances (MSDs) for nonessential personnel, during MEC operations, at a MRS shall be explained in the text of the plan, and Q-D arcs drawn on the map. When a reduction to the $1/600^2$ is authorized, both the $1/600^2$ and maximum fragment distance Q-D arcs will be shown on the map. The maximum fragmentation distance will be used for intentional detonations unless engineering controls are employed to reduce the fragmentation distance to within the $1/600^2$ distance. If engineering controls are used, the maximum fragmentation distance need not be shown on the map. Q-D Arcs shall be drawn from the outermost edge of the MRS.
 - 2.2 Planned or Established Demolition Areas. The MSD for all personnel shall be explained in the plan and the distance arcs drawn on the map. Department of Defense Explosives Safety Board (DDESB) approved engineering controls may be employed when the MSDs cannot be achieved. Proposals to use engineering controls, not approved by DDESB, will be accompanied by a detailed technical data package describing the design of the engineering control.
3. Foot Print Areas. The following footprint areas shall be addressed in the plan but do not have to be shown on the map:
 - 3.1 Blow-in-Place.
 - 3.2 Collection Points.
 - 3.3 In-Grid Consolidated Shots. The contractor shall use the USAESCH procedures, approved by DDESB, for consolidated shots. These procedures may be downloaded from the USAESCH OE Home Page.
4. Explosives Storage Magazines.
 - 4.1 Specify the type(s) of magazines used.
 - 4.2 Provide a tabulated list of the explosives, showing the Hazard Division (HD), Storage Compatibility Group, and total Net Explosives Weight (NEW) for each magazine.
 - 4.3 Provide a detailed technical data package or DDESB approval for any engineering controls to be used to mitigate exposures to the public when required Q-Ds cannot be met.

DID MMR-005-04

5. Site Map. The site map should be scaled at 1-inch equals 400 feet. A larger scale may be used if available and the map can be logistically included in the work plan. A smaller scale is acceptable if distances can be accurately shown. If an unscaled map is used, the map must have labeled distances.

6. End of DID MR-005-04.

DATA ITEM DESCRIPTION

Title: Explosives Management Plan

Number: MR-005-03

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Explosives Management Plan will be used to provide details for management of explosives for a specific Munitions Response or other munitions related project in accordance with applicable regulations. This Data Item Description contains the instructions for preparing work plan chapters addressing explosives management for specific Munitions Response or other munitions related projects.

Requirements:

1. General. The contractor shall prepare a detailed plan for management of explosives in accordance with FAR 45.5, local and state laws and regulations, ATFP 5400.7, DOD 6055.9-STD, and DOT regulations.
2. Licenses/Permits. At each project site, the contractor shall have and, upon request, make available to any local, state, or federal authority a copy of any license/permit obtained authorizing the contractor to purchase, store, transport, and use explosives.
3. Content. The plan shall include:
 - a. Acquisition.
 - (1) A description and estimated quantity of explosives to be used.
 - (2) The acquisition source, and a statement addressing whether explosives will be government furnished or purchased from a commercial vendor.
 - (3) If explosives are to be contractor acquired, each explosive item will be identified in the Equipment Plan. This requirement does not apply to firm fixed price (FFP) Task Orders.
 - b. Initial Receipt
 - (1) Procedures for receipt of explosives from an installation ammunition supply activity, commercial vendor, or a previous contractor at a site.
 - (2) Procedures for reconciling discrepancies in quantities shipped and quantities received.
 - c. Storage.
 - (1) Establishment of explosives storage facilities.
 - (2) Physical security of explosives storage facilities.
 - d. Transportation.
 - (1) Procedures for transportation from storage facility to disposal locations at the project site.
 - (2) Requirements for vehicles transporting explosives at the project site.

DID MR-005-03

e. Receipt Procedures.

(1) Receipt procedures accounting for each item of explosives from initial delivery to the site until the item is expended or the contractor is relieved from accountability by the Contracting Officer (CO).

(2) Identification of individuals authorized to receive, issue, transport, and use explosives by contract position title and procedures for assumption of accountability by those individuals.

(3) Procedures for reconciling receipt documents, and proposed intervals.

f. Inventory.

(1) Procedures for physical inventory of explosives in storage facilities.

(2) Procedures for reconciling discrepancies resulting from inventories.

g. Procedures upon discovery of lost, stolen, or unauthorized use of explosives. Proper authorities shall be notified in writing within 24 hours of the event. Immediately notify the CO by telephone and follow up with a written report within 24 hours.

h. Procedures for return to storage of any daily issued explosives not expended.

i. Procedures for disposing of any remaining explosives at the end of the contractor's site activities.

j. Economic analysis for different alternatives. This requirement does not apply to FFP Task Orders.

4. End of DID MR-005-03.

DATA ITEM DESCRIPTION

Title: Technical Management Plan

Number: MR-005-02

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-ED-CS-P

Applicable Forms:

Use/Relationship: The Technical Management Plan will be used to describe the approach, methods, and operational procedures to be employed to perform Munitions and Explosives of Concern (MEC) and technical operations for a specific Munitions Response or other munitions related project. This Data Item Description contains instructions for preparing work plan chapters addressing technical management for Munitions Response or other munitions related projects.

Requirements:

1. General. A Technical Management Plan shall be prepared to document the approach and procedures to be used to execute the tasks required by a Task Order and shall include the following:

1.1 Identification of guidance, regulations, or other policy under which the MEC or other munitions related operations will be conducted.

1.2 Discussion, assumptions, and procedures to be followed relating to the discovery of Recovered Chemical Warfare Materiel (RCWM) on a conventional ordnance site.

1.3 Procedures to be employed in the event that MEC or other munitions cannot be destroyed on site, if planned, and if unidentified MEC or other munitions are located. When on-site disposal is not possible, include: a description of at least three technical alternatives for disposal; an analysis of the alternatives according to regulatory requirements, geographical proximity, and packaging and handling requirements; an estimated cost associated with each alternative; and a summary and recommendation on the preferred alternative.

1.4 Technical scope of the project, grid sizes, grid layout, lane width, and tools and techniques to be used in the remedial or removal action. The contractor shall describe the criteria used to select the detection system(s) scheduled for use at the site. The selection criteria shall address the local geology, topography, and any limitations posed by the terrain, soil types, etc., and the ability of the detection system(s) chosen to detect the smallest item expected to the removal depth selected for the site.

1.5 Procedures to be employed if changed site conditions occur.

1.6 Organizational chart specific to the project. Indicate assignment of functions, duties, and responsibilities and functional relationships among the organizational elements participating in the work. Address the composition and management of all teams, to include geophysical teams and Unexploded Ordnance (UXO) sweep teams.

1.7 Description of mobilization plans, office set-up details, and other preliminary activities.

1.8 Procedures for site preparation and activities such as vegetation removal, geophysical test plots, and surface sweeps.

1.9 Procedures to be followed when performing statistical sampling, if applicable.

1.9 Detailed procedures for reporting and disposition of MEC or other munitions, including responsibilities of personnel, overall safety precautions, identification of MEC or other munitions, transportation, safe holding areas, operations in populated/sensitive areas, and all demolition and post demolition operations and any required engineering controls for intrusive operations and intentional detonations.

DID MR-005-02

1.10 Detailed procedures for managing, reporting, venting, and disposing of Material Potentially Presenting an Explosive Hazard (MPPEH), munitions debris, and other scrap.

1.11 Discussion of additional tasks and procedures to be followed in executing those tasks, if not addressed in subsequent chapters of the work plan (e.g., public affairs, community relations, dissemination of data, final report, weekly and monthly project status reports).

1.12 Discussion and procedures for recording, reporting, and implementing lessons learned during the life of the project.

2. End of DID MR-005-02.

DATA ITEM DESCRIPTION

Title: Project Status Report

Number: MR-085

Approval Date: 20031201

AMSC Number:

Limitation:

DTIC Applicable: No

GIDEP Applicable: No

Office of Primary Responsibility: CEHNC-OE-CX

Applicable Forms:

Use/Relationship: The Project Status Report will be used to provide a summary of cost, performance, and exposure data for project management purposes. This Data Item Description (DID) contains instructions for preparing the Project Status Report on an individual Task Order basis. Specific data from this report will be collected and reported on a contract basis once per month in accordance with DID MR-080.

Requirements:

1. The Project Status Report shall be prepared in accordance with this DID, unless otherwise specified in individual Task Orders. The reports shall be submitted on 8.5 x 11 inch plain bond paper or corporate letterhead. The Project Status Report shall be submitted monthly when the contractor is not performing field work and weekly when the contractor is conducting field work. Reports for each previous week are due by facsimile or E-mail on the first working day of each week. The report shall be signed by the Project Manager and shall consist of the following:

1.1 General.

- a. Contract number, Task Order number, project location and ending date of report.
- b. Brief description of project scope and methodology/equipment used for detection of Munitions and Explosives of Concern (MEC) or other munitions (e.g., Sub-surface removal of 35 acres using 52Cx magnetometers).
- c. Name of contractor's Project Manager, Senior UXO Supervisor, UXO Safety Officer, and UXO Quality Control Specialist.
- d. Name of government OE Safety Specialist on site.

1.2 Cost/Schedule/Progress Data.

- a. Costs (for cost-type contracts/Task Orders only). In spreadsheet format, indicate total hours and funds authorized by contract line item number (CLIN). Separate labor, materials, and travel. Indicate the Task Order modification number (if applicable) under which the funds are authorized. For each CLIN, show the current month/week and cumulative expenditures in both dollars and hours (for labor). Indicate balance, and percentage of total remaining for hours and dollars. Expenditures shall be reported as accrued/incurred, and do not necessarily have to be paid. Notes shall be used to explain pertinent facts that are not apparent within the spreadsheet.
- b. Progress (for all type contracts/Task Orders). By tasks or sub-tasks, if appropriate, indicate level of completion. Include supporting data (e.g., number of grids investigated/cleared, actual versus planned).
- c. Include a graph that depicts a cumulative summary by month of the percentage of costs budgeted, the percentage of costs expended, and the percentage of work completed.
- d. Schedule (for all type contracts/Task Orders). Include a project schedule prepared in MS Project or similar software. Indicate changes from baseline schedule and explain deviations.

1.3 Discussion of Issues Relating to Project Expenditures and Work Progress.

- a. Notice of 85% of expended funds, or other percentage expended, as required by contract clauses.

DID MR-085

- b. Discussion of ability to complete the project within funds currently authorized.
- c. List/status of pertinent correspondence related to the project.
- d. List/status of deliverables and dates submitted.
- e. Discussion of any issue that impacts completion of project on schedule and within budget.

1.4 Field Information. The following will be included in the project status report and provided weekly when the contractor is conducting field operations:

- a. Statistical Data. Total number of grids/transects in project, number of grids/transects cleared or sampled during week and to date, percent of project completed, number of grids/transects passing quality control (QC) checks during week and to date, number of grids/transects failing QC during week and to date, date grid/transect passed QC, number of grids/transects passing quality assurance (QA) checks during week and to date, number of grids/transects failing QA during week and to date, date grid/transect passed QA, list of specific grids/transects passing QA for the week, number of hours spent re-working grids/transects failing QC or QA, number of digs during week and to date, number of live MEC or other munitions located during week and to date, number of inert ordnance items recovered during week and to date, number of small arms recovered during week and to date, and pounds of munitions debris, range-related debris (as appropriate), and other scrap removed during week and to date.
- b. Significant Comments. Include comments relating to type of MEC or other munitions located, location of teams by grid/transect numbers, presence of visitors or other contractors, shipments of MEC or other munitions, and demolitions.
- c. Detailed listing of MEC or other munitions. Provide a list of MEC or other munitions located during the week by grid/transect, its location (coordinates), depth, and orientation, and its disposition. Include a summary of all MEC or other munitions recovered to date by ordnance type.
- d. Results of daily safety inspections.
- e. Description of operations planned for the following week.
- f. Summary of Vehicles and Equipment. (To be provided on cost-type Task Orders or when Government Furnished Equipment (GFE) is used). List vehicles by type, source of rental or lease, unit cost, VIN number, ending mileage and team to which assigned. List gallons of gasoline used during week and to date. List major equipment on site and indicate its source.
- g. Demolition Materials Accounting. (To be provided on cost-type Task Orders or when GFE is used). Provide a list of demolition materials received since the project began and a tabulation of materials used on a weekly basis. Indicate the balance on hand at the end of the reporting period.
- h. Personnel on Site (To be provided on cost-type Task Orders). List each contract person on site by name, position, and workday. List employee absences and associated explanations. Summarize workers and total number of man-hours expended during week by job category.

1.5 Exposure Data.

- a. Hours worked in direct support of the contract (by all personnel) during the reported month/week and cumulative for the project. (Do not report hours expended on corporate personnel issues, payroll, etc.) Do report hours expended by subcontract personnel in direct support of the Task Order.
- b. Number of lost workday accidents, during the reported month/week and cumulative for the project.

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c. Number of lost workdays due to on-the-job accidents during the reported month/week and cumulative for the project.

d. Number of property damage accidents (includes vehicles) in which property loss value is \$2,000 or more, during the reported week and cumulative for the project.

2. End of DID MR-085.

Section J

Attachment A

EP 385-1-95a – Basic Safety Concepts and Considerations for Ordnance and Explosive Operations

to be added under separate cover.

Sample Resume

WILLIE E. PETE

DATE ATTENDED BASIC EOD SCHOOL: MAR-AUG 1965

OTHER PERTINENT TRAINING: HAZWOPER 40 HOUR, JUL 2001; USACE
CONSTRUCTION QA, JUL 2002

MILITARY EOD ASSIGNMENTS:

AUG 65-MAY 66 EOD Specialist, 85th Ord Det (EOD), Fort Sheridan, IL
Member of EOD response team.

MAY 66-NOV 68 EOD Supervisor, 75th Ord Det (EOD), Fort Riley, KS
EOD response team leader. Planned and supervised range clearance activities.

NOV 68-NOV 70 EOD Supervisor, 73d Ord Det (EOD), Fort Wood, MO
EOD response team leader. Planned and supervised range clearance activities.

NOV 70-NOV 71 EOD Supervisor, 59th Ord Det (EOD), RVN
EOD response team leader

NOV 71-JUL 79 Senior EOD Supervisor, 2d Ord Det (EOD), FRG
Supervised Multi-EOD response teams. Planned, executed and managed range
clearance activities.

JUL 70-APR 81 Senior EOD instructor, Phase I, EOD School, Redstone Arsenal, AL

APR 81-AUG 83 EOD Sergeant Major, 543d Ord Det (EODCT), Fort Wood, MO
Senior Enlisted for a geographical area with seven subordinate EOD
Detachments. RETIRED

CIVILIAN UXO EXPERIENCE:

JAN 90-FEB 90 UXO Supervisor, No-Dud, Inc, UXO Team Leader at the Former Erie
Ordnance Depot.

MAY 90-DEC 90 UXO Supervisor, PDQ, Inc., UXO Team Leader at the Former Fort
James

JUN 91-DEC 91 Senior UXO Supervisor, No-Det, Inc. Supervised eight project teams at
the Former Fort Pete

JAN 96-JAN 98 UXO Safety Officer, PDQ, Inc. Implemented the Site Specific Safety
and Health Plan for OE operations at the Former Fort Good Luck

JAN 99-DEC 99 UXO Quality Control Specialist, PDQ, Inc. Implemented the Quality
Control Plan for OE operations at the Former Fort Hook.

JAN 00- JUL 02 UXO Technician III, No-Det, Inc. Supervised UXO team performing
OE operations at the Former Camp Crowder.

2. To what extent did the contractor practice sound cost control techniques on non-fixed price orders? Effort accomplished at or below the estimated cost. Cost growth was beyond the contractor's control and coordinated in a timely fashion with the government. Monthly cost tracking reports accurate and kept the government informed of cost status/problems.

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

3. To what extent did the contractor practice sound risk control & risk mitigation techniques? Problems were clearly identified early on and strategies developed and implemented to resolve them.

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

4. To what extent was the contractor able to perform the remediation/range maintenance effort effectively? Technical approach was sound, production was good, and minimum re-works required.

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

5. To what extent did the contractor fulfill his documentation requirements? Final, intermediate, monthly and other contractually required documentation was timely, accurate, complete and fulfilled government expectations.

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

6. To what extent did the contractor commit adequate resources in a timely fashion to the contract to meet the requirement and to successfully solve problems? Personnel applied to the effort were highly qualified.

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

7. To what extent did the contractor provide sound management of your effort? Effort was well coordinated, integrated and subcontractors managed effectively

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

8. To what extent did the contractor respond positively and promptly to technical direction?

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

9. To what extent did the contractor exercise sound safety practices?

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

10. To what extent did the contractor effective in interfacing with the Government staff?

0 1 2 3 4 5 6 7 8 9 10

Comments: _____

11. Has any contract been partially or completely terminated for default?

Yes Default Convenience
 No

If yes, explain (e.g., inability to meet cost, performance, or delivery schedules)

12. Are there any pending terminations?

Yes No

If yes, explain and indicate the status. _____

13. Has contractor received show cause or cure notice correspondence on any contract? Was the contractor totally, partially or not "at fault" in each instance? Did the contractor take appropriate action to solve the problem? If yes, explain. _____

**SAMPLE MEC SCENARIO
RANGE MAINTENANCE
FORT IRWIN, CALIFORNIA**

1.0 BACKGROUND AND GENERAL STATEMENT OF WORK.

1.0.1 This SOW addresses the unexploded ordnance (UXO) that exists on Fort Irwin. Due to the inherent risk in this type of operation UXO personnel shall not be engaged in UXO operations more than 40 hours a week or more than 10 hours a day. The work schedule may be either four 10-hour days or five 8-hour days.

1.0.2 UXO is a safety hazard and constitutes an imminent and substantial endangerment to site personnel. During this range maintenance action, the government intends to identify and mark all UXO encountered and vent all inert ordnance. Demolition of live UXO is not part of this current Task Order but may be added as a mod at a later time. This action will be performed in accordance with EP 385-1-95a Basic Safety Concepts and Considerations for Ordnance and Explosives Operations.

1.1 GENERAL DESCRIPTION.

1.1.1 This site was first established as Mojave AA Gunnery Range in 1940. During WWII the site was used to intern POWs. It was closed from 1944-1951, then reactivated as the USA Armor and Desert Training Center. It was renamed Fort Irwin in 1961. Until 1970, Fort Irwin was a center for training anti-aircraft units, gunnery and bombing missions, and armored, mechanized, and light infantry combat units. During the 70's Fort Irwin was the home of the California National Guard. In 1981 Ft Irwin was renamed the National Training Center (NTC). (In this SOW, Ft Irwin and NTC will be used to mean the same site.) The NTC covers over 642,000 acres in San Bernardino County midway between Los Angeles and Las Vegas. Areas to be cleared include all areas within the existing boundaries of Ft Irwin and the National Training Center including properties leased to other agencies such as Leach Lake. This task order is for surface clearance of ordnance for range maintenance. (See definitions, Basic Contract, Section C)

1.1.2 All types of ordnance, bombs, rockets, land mines, grenades, projectiles, and small arms have been used at Fort Irwin and may be encountered. A list of ordnance items issued to units going through the National Training Center (NTC) is provided (See Basic Contract, Section C)

1.2 DEFINITIONS (See Section C of basic contract)

2.0 OBJECTIVE. Safely locate, identify, mark, and report all live UXO to the on-site Corps of Engineers OE Safety Specialist, who will report the coordinates of the UXO to local military EOD unit for disposal. The contractor will also locate, identify, and dispose of all surface OE related scrap greater than 2 inches in length located within the site. Additionally, all small arms

brass, generator caps and other forms of expended cartridges shall be picked up as well as expended Hoffman's, ATWESS and other simulator carcasses.

2.1 **WORK AREAS AND SCHEDULE.** Approximately ten (10) live fire-training rotations are conducted at the NTC each year. Each rotation lasts for three (3) weeks. There is generally a week break between each training rotation. During each rotation up to thirty (30) grids (one square kilometer) may become contaminated with OE. The contractor shall clear surface OE from each contaminated grid prior to the start of the next live fire training rotation. The areas to be cleared and the clearance priorities will be designated by the Fort Irwin G-3 Training Support Division (TSD) as coordinated through the USACE on site OE Safety Specialist. Many of the grids are contaminated during more than one live fire training rotation per year. In these cases, the grids shall be cleared of OE more than one time during the year. During the periods between live fire training rotations there are generally no restrictions to access to the contaminated grids. During live fire training rotations access to grids may be partially or totally restricted. Partial restriction may result in the need to access the grids by round about means, resulting in long driving times to and from the grids. Scheduling and manpower decisions shall be made in such a way as to ensure that all grids assigned by the Fort Irwin G-3 for OE clearance are cleared before the start of the next live fire training rotation.

2.2 . For this sample MEC Scenario, the assumption will be for one weeks work.

- The first tasking of the week, will consist of doing as many grids possible Monday and Tuesday. The grids available are 2806, 2906, 3066, 3106, 3206 and 3306.
- Then, due to Ft. Irwin operational necessity, you must move and complete as many grids possible for the remaining of the workweek. The grids available are 3427, 3527, 3627, 3727, 3827 and 3927.
- The order in which the grids are done does not matter, however, only these grids are accessible on the given days. Work should be planned to address the grid scenarios in the most timely and economic approach.

3.0 DESCRIPTION OF SERVICES.

3.1 (TASK 1) WORK PLANS. The approved work plans for this contract will be used. The existing work plans include but are not limited to the Technical Management Plan, Site Specific Safety and Health Plan (SSHP), Environmental Protection Plan, Quality Control (QC) Plan, Work, Data, and Cost Management Plan, and Property Plan, already in place for the contract. The contractor shall identify any areas of major concern and update the plans to be consistent with current requirements. As a minimum, the contractor shall review and update plans within 30 days of issuance of new task orders, unless otherwise directed. The contractor will transmit to the Contracting Officer's Technical Representative (COTR) a letter confirming that these requirements have been met. The contractor shall identify any changes to the plans through the use of addendums. In no instance shall the contractor commence fieldwork until the work plans and associated addendums have been accepted by the COR in writing.

3.2 (TASK 2) PERFORM RANGE MAINTENANCE.

3.2.1 The contractor shall furnish the necessary personnel and equipment to perform a surface clearance of the project site. The contractor shall mark UXO and report the UXO GPS coordinates to the USACE on-site OE Safety Specialist who will report the UXO to local EOD on a weekly basis. ***GPS accuracy of plus or minus 10 meters is required because the UXO contractor will mark the live UXO with a NATO UXO marker, readily visible to EOD 50 meters away.*** Marking procedures and requirements shall be coordinated with the customer through USACE on-site OE Safety Specialist and shall be described in the Work Plan. After EOD detonates the UXO the contractors shall inspect and recover the resultant scrap during their next time in that grid. These procedures shall be outlined in the WP.

3.2.2 Only approved UXO personnel shall perform UXO related tasks IAW Section C of the basic contract.

3.2.3 Magnetometers shall be field tested daily to insure they are operating properly. This shall be accomplished by planting a magnetic item/inert ordnance item (60mm mortar or equivalent) at a set depth of 2 feet and determining the standard indication. If a magnetometer does not meet the standard, then it shall be calibrated/repared or replaced. The intended use of the magnetometer is for anomaly avoidance when placing stakes and for searching dense vegetation. Subsurface clearance is not part of this task order.

3.2.4 A planned, systematic approach shall be used to search and clear the project site that will result in optimum search effectiveness. The proposed methodology shall be outlined in the WP.

3.2.5 OE components/fragments and OE debris as detailed in paragraph 2.0 shall be collected for turn-in through the Quality Recycling Program (QRP), transported direct to a smelter or for sale to a scrap dealer. Small arms brass shall also be collected for segregation and turn-in to the post (QRP). All Hoffman, ATWESS and simulator carcasses shall be certified inert and turned into the post landfill. For purposes of this proposal, the contractor may use historical figures compiled from past OE removals. (See Section J, Attachment F)

3.2.6 The contractor shall maintain a detailed accounting of all UXO and OE components encountered on the project. This accounting shall include the UXO, their Global Positioning System (GPS) coordinates (for UXO that are unsafe to move and consolidated piles of UXO that was safe to move), identification/condition, disposition and mapping. This accounting shall be part of the periodic reports and the Final Removal Report.

3.2.7 An accountability system shall be used and described in the WP that accounts for all explosives materials used to vent inert ordnance.

3.2.8 Not Used.

3.2.9 The contractor shall use existing government provided maps of Fort Irwin to locate and document areas cleared of surface UXO, GPS equipment shall be used to locate areas and unsafe to move UXO items.

3.2.9.1 Only the GPS coordinates shall be recorded for each “unsafe to move” UXO. UXO that are safe to move shall be consolidated with UXO that are “unsafe to move”. These coordinates shall be given to the on-site USACE OE Safety Specialist who will report these UXO to local EOD for destruction.

3.2.9.2 During all field and intrusive activities, survey crews shall be accompanied by a UXO Specialist with a magnetometer.

3.2.10 The contractor shall provide the necessary personnel and equipment to administer a Quality Control (QC) Program to manage, control and document his own and his subcontractor’s activities.

3.2.10.1 The individual performing the UXO QC shall not be involved in the performance of any range maintenance activities described in this section. QC shall be a separate function and is envisioned as a full-time position.

3.2.10.2 The individual performing the UXO QC shall meet qualifications defined in DID OE-025.01.

3.2.10.3 The UXO QC individual shall document all related QC actions and that documentation shall be a part of the periodic removal reports and the Final Removal Report.

3.2.10.4 The contractor shall outline the methodology to accomplish the QC program in the WP.

3.2.11 The contractor shall establish and maintain a computer database of all grids cleared. For each grid cleared, the database shall record the start and finish dates, type of grid, amount of OE scrap removed from the grid, and number of UXO items encountered to include positive identification and disposition. The database shall also record the types and amounts of OE debris vented and turned in to DRMO or scrap dealer. Electronic copies of the recorded data shall be provided to the government upon request.

3.2.12 Interim reports shall be completed after every twelve weeks of field work. A Final Removal Report shall be prepared at the completion of this task order or as directed by the Contracting Officer, and shall contain a compilation of all the interim reports. The removal reports shall consist of:

3.2.12.1 A daily journal of all activities associated with this SOW.

3.2.12.2 Copies of DD Forms 1348-1A documenting all scrap turn-in.

3.2.12.3 A recapitulation of exposure data. This shall include the total number of man-hours worked on site, total motor vehicle mileage, total number of flying hours, and number of flights.

3.2.12.4 QC documentation.

3.2.12.5 Amounts of OE scrap collected per grid.

3.2.12.6 A tabulation of the data recorded in the database described in section 3.3.11. The tabulation shall separately record all data since the previous periodic report and the cumulative data over the complete task order performance period.

3.2.12.7 A tabulation of all labor hours expended by labor category. The tabulation shall separately record all data since the previous periodic report and the cumulative data over the complete task order performance period.

3.2.12.8 *The contractor shall also videotape (one hour videotape per final removal report) site operations and prepare written reports on a semi-annual basis as specified in the individual order.*

3.2.13 The contractor shall attend periodic meetings with the USACE on-site OE Safety Specialist, Fort Irwin, and others as necessary to coordinate work requirements, scheduling, and prioritization, and to provide information and status of work performance.

3.2.14 Areas to be cleared may vary from relatively flat, unvegetated, open areas, which are easily accessible by motorized vehicles, to steep, rocky, vegetated areas, which are not accessible by motorized vehicles. It is the government's intent that the contractor provide fixed unit prices for clearing OE scrap and hauling to the demil yard for each of the grid types listed in Pricing Schedule B, plus a fixed unit price per pound of OE scrap processed according to paragraph 3.4.

3.2.14.1 Grid Types and Historical Scrap Weights. The contractor proposed price per grid as proposed in Pricing Schedule B, shall include all costs on the project, not just the field cost to sweep the grid and bring in scrap. It shall include demil/mutilation processing, all vehicle costs including O&M, labor, per diem, material, travel, management, etc. Each contractor will be proposing the best unit prices possible. These unit prices must also consider the rotation average progress rate of 30 grids completed. The Government-Furnished Property (GFP) in paragraph 8.5 is the only exception to the above.

3.2.14.1.1 Flat terrain means that the grid can be easily accessed and traversed by motorized vehicles. Vehicles can traverse the entire one kilometer length of the grid, rarely having to change direction to avoid gullies, rocks, and other obstructions of visual obstructions requiring workers to get out of the vehicles to visually inspect areas.

3.2.14.1.2 Flat/gullies terrain means that the grid can be relatively easily accessed and traversed by motorized vehicles. Natural or manmade features and obstructions such as gullies, dry steam beds, rocks, berms, fighting positions, etc., may prevent traversing the entire one kilometer length of the grid by motorized vehicles without course deviations. This includes steep terrain, which can be accessed by motorized vehicles on established roads. Visual

inspection of the surface is relatively easily accomplished from the vehicles, occasionally requiring workers to get out of the vehicles to visually inspect areas.

3.2.14.1.3 Rough terrain means that the grid cannot be accessed and traversed by motorized vehicles. Hills, gullies, rocks, vegetation, and other obstructions require that workers visually inspect and clear the area by foot.

3.2.14.1.4 OE scrap removed includes the combined weight of all items removed from the grid by the contractor. The contractor shall include as part of a daily weigh tickets, how daily weight variations such as fuel consumption or varying driver or occupant weights were considered in adjusting daily scrap weights to reflect actual scrap only.

3.2.14.1.5 Travel time is the time required for the contractor to transport workers and equipment from the contractor's staging/administrative area to the grid to be cleared, based on the posted speed limits on paved roads and 35MPH on unpaved established roads. It is travel time, only, and does not include such things as loading and unloading equipment, fueling vehicles, vehicle breakdowns, etc.

3.2.14.1.6 For the grid types listed in section 3.3.14.1 during the Government's periodic QA inspections, if 3 UXO 20mm or larger and/or 3 or more inert OE which resembles UXO 20mm or larger or any combination of UXO 20mm or larger and inert OE which resembles UXO 20mm or larger or more than 100 pounds of OE scrap, of 2 inches in length or larger are located in a grid, the grid shall fail QA and that entire grid shall be reswept by the contractor at no cost to the government.

3.3 (TASK 3) DEMILITARIZATION/MUTILATION, VENTING, SEGREGATION, AND TURN-IN OF RECOVERED INERT ORDNANCE AND SCRAP.

3.3.1 The contractor shall furnish all necessary personnel and equipment to turn-in all recovered inert ordnance items and related ordnance scrap metal and site debris to the contractor's demil yard

3.3.2 Inert ordnance items shall be segregated from other types of ordnance related scrap and site debris. Inert ordnance items shall be vented IAW Safety Concepts and Basic Considerations for UXO prior to turn-in. Items shall be sorted by type of metal: e.g., steel, aluminum, brass, mixed, etc. *Government furnished explosive will not be provided for venting; however, in the event the contractor elects to explosively vent, government furnished storage magazines will be provided.*

3.3.3 The contractor shall complete a DD Form 1348-1A as turn-in documentation. Instructions for completing this form are contained in the Defense Reutilization and Marketing Manual, DoD 4160.21-M. ***In addition to these demil manual requirements, the contractor shall not allow any item of ordnance related scrap that resembles ordnance in any way be removed from the compound. The contractor is encouraged to investigate innovative technologies to perform demil/mutilation such as water jet cutters or even bringing a portable smelter on site.*** The contractor shall prepare the DD 1348-1A, to be signed by the Senior UXO

Supervisor or other UXO person designated by the contractor and approved by the contracting officer, as follows:

“I certify that the property listed hereon has been inspected by me and, to the best of my knowledge and belief, contains no items of a dangerous nature.”

3.3.4 The contractor shall propose the methodology to accomplish this task in the WP.

3.3.5 All scrap will be sold by the NTC from the contractors demil yard.

3.3.6 Some OE items require demilitarization as specified in Defense Demilitarization Manual, DoD 4160.21-M-1. The contractor shall identify these items and appropriately demilitarize the OE items. The items to be demilitarized and the type of demilitarization required shall be outlined in the WP or outlined in a contractor generated and maintained site demilitarization/mutilation manual.

3.3.7. Once the grid has passed Government QA, a Government form 948 will be issued to the contractor. This form will also note the date the grid passed QA, date grid items were demilled/vented/mutilated and total scrap weight removed from the grid. The contractor will forward copies of all form 948's with the voucher. They will be paid according to the unit prices accepted during negotiations and award of the basic contract. ***If live fire training starts on a grid before the contractor can finish the grid, the on-site OE Safety Specialist will accept a partial grid in mutual agreement regarding percentage of grid completed with the contractor. This will be a rare occurrence, but it can happen.***

3.4 CONTRACTOR QUALIFICATIONS.

3.4.1 Training requirements of 29 CFR 1910.120e(i) does apply to this project.

3.4.2 Equipment operators shall be trained on equipment operated.

3.4.3 UXO personnel shall meet the qualifications outlined in DID OE-025.01.

3.4.4 All contractor personnel shall have the necessary education, training, and experience to accomplish each task of this SOW. Resumes of all personnel shall be included in the WP if the personnel are not listed in the CEHNC UXO Database. For those personnel listed in the UXO Database, the contractor shall submit the name and UXO number.

3.4.5 All contractor employees shall attend the Fort Irwin site specific environmental/archeological training at Range Control, Building # 6100 Outer Loop on Barstow Road, phone (760) 380-4724/4321. This training is provided by Fort Irwin and takes one half day. Additionally, the local Explosive Ordnance Disposal Detachment will provide, when requested, refresher ordnance identification training. Once the contractor has become familiar with ordnance on site the contractor shall train new personnel on ordnance refresher. These training sessions shall be completed before starting any activities down range.

4.0 SUBMITTALS

4.1 The contractor shall furnish copies of the plans and reports as indicated to each addressee listed below and in the quantities indicated. The contractor shall utilize express mail services for delivering these plans and reports. Following each submission, comments generated as a result of their review shall be incorporated by the contractor.

ADDRESSEE	COPIES
National Training Center ATTN: AFZJ-PT () Fort Irwin, CA 92310-5000	5
U.S. Army Corps of Engineers Ft Irwin Resident Office, ATTN: James Reed P.O. Box 10048 Ft Irwin, CA 92310	1
U.S. Army Corps Engineers Los Angeles District Environmental Construction Branch ATTN: CESPL-CO-SE (Thad T. Fukushige) 645 North Durfee Avenue South El Monte, CA 91733	2

4.2 SUBMITTALS AND DUE DATES

SUBMITTALS	DUE DATE
Addendums to WP	45 calendar days after award
<u><i>Interim Removal Reports</i></u>	<u><i>Quarterly</i></u>
Draft <u><i>Final</i></u> Removal Report	60 calendar days after completion of field work
Final Removal Report	30 calendar days after receipt of comments

4.3 The contractor shall report man-hours worked on site, also known as exposure hours, monthly on SPL Form ??? to the contracting officer’s representative with the pay estimate.

4.4 In addition to the hard copies required above, WP addendums and the final Removal Report shall be sent on a CD-ROM in Word format to each addressee.

4.5 Correspondence. The contractor shall make a record of each phone conversation and written correspondence regarding information related to the performance of this contract. A summary of the phone conversations and written correspondence shall be submitted to the CO with the final removal report.

5.0 PERFORMANCE METRICS. See Basic Contract Section C. paragraph 5.0.

6.0 PUBLIC AFFAIRS.

6.1 The contractor shall not make available or publicly disclose any data generated or reviewed under this contract or any subcontract unless specifically authorized by Fort Irwin. When approached by any person or entity requesting information about the subject of this contract, the contractor shall defer to Fort Irwin for response. Reports and data generated under this contract shall become the property of the Government and distribution to any other source by the contractor is prohibited unless authorized by the CO.

6.2 The contractor shall incorporate a similar condition in all subcontracts, which states as follows:

The subcontractor shall not make available or publicly disclose any data generated or reviewed under this subcontract unless specifically authorized by the prime contractor. When approached by any person or entity requesting information about the subject of this subcontract, the subcontractor shall defer to the prime contractor for response. Reports and data generated under this contract shall become the property of the prime contractor and distribution to any other source by the subcontractor is prohibited unless authorized by the prime contractor.

7.0 REFERENCES. See Basic Contract Section C, paragraph 7.0

8.0 GOVERNMENT-FURNISHED.

8.1 Available maps.

8.2 Environmental Impact Statement.

8.3 Past history of OE scrap collect (see Section J, Attachment F)

8.4 List of ordnance items issued to units training at the NTC. (see Basic Contract, Section, Paragraph 7.10)

8.5 Government furnished equipment and property. The following list of property is available for use should the contractor choose to use it. The contractor is not to conclude that the GFP offered is sufficient to do the job required of clearing 30 grids per month. It is provided only to supplement what is needed based on the contractors own analysis. The property is used and may be in need to repair. All repairs if needed will be done by the contractor, not the government. It is up to the contractor to determine what if anything needs repairs. **The Government in no way warrants the condition of any GFP and will neither replace nor make repairs to same to keep it in service.** Once the GFP is no longer of use, it will be turned back into the government for disposal and the contractor will then be responsible replacing any subsequent property and would thereafter own such property. The contractor will have the right to inspect this equipment during the Pre-Proposal conference.

Vehicles

1 1993 Chevy Suburban
2-trailers for Gators

Shop Equipment – 1 ea-Acetylene & Oxygen Cutting Rig, 2 ea-Electric Angle Grinders, 1 ea-Mig Welder, 1 ea-Drill Press, 1 ea-Lincoln Arc Welder, 1 ea-Bench Grinder, 1 ea-Band Saw, 2 ea-Floor Jacks, 1 ea-5.5 Ton Floor Jack, 1 ea-Tire Changer, 3 ea-Craftsman Mechanic Tool Kit, 2 ea-Electric Generators, 2 ea-Air Compressors. 1 Maintenance Shop. This list is not all inclusive but does include main equipment All GFP be available for inspection at the pre-proposal conference. **A full list of GFP is attached to the RFP as ATTACHMENT “K”.**

8.6 Outline for preparation of Abbreviated Site Safety and Health Plan (ASSHP).

8.7 Previous Work Plan used for Range Maintenance at Fort Irwin.

9.0 SPECIAL INSTRUCTIONS.

9.1 29 CFR 1926.1009(a) requires personnel to wear proactive helmets in areas where there is a possible changer of head injury from impact, or from falling or flying objects, or from electrical shocks or burns. During field activities on ordnance projects, hard-hats need not be worn unless a head injury threat is present.

9.2 The contractor shall provide all equipment, supplies, materials, etc., necessary to complete the work described in this SOW.

9.3 Contractor will provide all administrative material for use by the on-site Safety representative. This consists of paper, folders, log-books, pens and essential admin supplies.

9.4 The contractor will perform all minor maintenance on the site COE safety representative’s government vehicle. This includes oil and filter changes, air filter replacement and all minor repairs. All major repairs will be done at government expense.

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WAGE DETERMINATION NO: 94-2053 REV (23) AREA: CA,RIVERSIDE

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William W.Gross | Division of | Wage Determination No.: 1994-2053
Director | Wage Determinations | Revision No.: 23
Date Of Last Revision: 06/03/2003

State: California Area: California Counties of Riverside, San Bernardino

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.02
01012 - Accounting Clerk II	12.12
01013 - Accounting Clerk III	14.79
01014 - Accounting Clerk IV	16.28
01030 - Court Reporter	16.84
01050 - Dispatcher, Motor Vehicle	16.84
01060 - Document Preparation Clerk	13.50
01070 - Messenger (Courier)	9.04
01090 - Duplicating Machine Operator	12.38
01110 - Film/Tape Librarian	13.52
01115 - General Clerk I	8.66
01116 - General Clerk II	10.60
01117 - General Clerk III	12.65
01118 - General Clerk IV	14.78
01120 - Housing Referral Assistant	18.29
01131 - Key Entry Operator I	10.51
01132 - Key Entry Operator II	12.17
01191 - Order Clerk I	11.11
01192 - Order Clerk II	13.87
01261 - Personnel Assistant (Employment) I	13.70
01262 - Personnel Assistant (Employment) II	14.53
01263 - Personnel Assistant (Employment) III	16.84
01264 - Personnel Assistant (Employment) IV	17.72
01270 - Production Control Clerk	16.05
01290 - Rental Clerk	14.53
01300 - Scheduler, Maintenance	14.53
01311 - Secretary I	14.19
01312 - Secretary II	17.20
01313 - Secretary III	18.29
01314 - Secretary IV	20.89
01315 - Secretary V	24.62
01320 - Service Order Dispatcher	13.93
01341 - Stenographer I	12.38
01342 - Stenographer II	14.53
01400 - Supply Technician	20.89

01420 - Survey Worker (Interviewer)	15.61
01460 - Switchboard Operator-Receptionist	12.12
01510 - Test Examiner	16.84
01520 - Test Proctor	16.84
01531 - Travel Clerk I	10.21
01532 - Travel Clerk II	10.84
01533 - Travel Clerk III	11.48
01611 - Word Processor I	12.20
01612 - Word Processor II	15.40
01613 - Word Processor III	15.52
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.11
03041 - Computer Operator I	14.11
03042 - Computer Operator II	16.45
03043 - Computer Operator III	17.95
03044 - Computer Operator IV	20.31
03045 - Computer Operator V	22.49
03071 - Computer Programmer I (1)	15.53
03072 - Computer Programmer II (1)	19.24
03073 - Computer Programmer III (1)	24.42
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.11
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.92
05010 - Automotive Glass Installer	19.28
05040 - Automotive Worker	19.28
05070 - Electrician, Automotive	20.50
05100 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	20.91
05160 - Motor Equipment Metal Worker	19.28
05190 - Motor Vehicle Mechanic	21.08
05220 - Motor Vehicle Mechanic Helper	16.32
05250 - Motor Vehicle Upholstery Worker	18.48
05280 - Motor Vehicle Wrecker	19.28
05310 - Painter, Automotive	20.11
05340 - Radiator Repair Specialist	19.28
05370 - Tire Repairer	13.98
05400 - Transmission Repair Specialist	20.91
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	14.36
07041 - Cook I	13.10
07042 - Cook II	14.36
07070 - Dishwasher	9.22
07130 - Meat Cutter	14.36
07250 - Waiter/Waitress	10.26
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	11.33
09070 - Furniture Refinisher	16.51
09100 - Furniture Refinisher Helper	13.51
09110 - Furniture Repairer, Minor	15.82
09130 - Upholsterer	16.51
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	9.96
11090 - Gardener	15.07
11121 - House Keeping Aid I	8.97
11122 - House Keeping Aid II	9.96
11150 - Janitor	9.96
11210 - Laborer, Grounds Maintenance	11.80
11240 - Maid or Houseman	8.97
11270 - Pest Controller	13.78
11300 - Refuse Collector	11.66
11330 - Tractor Operator	13.98
11360 - Window Cleaner	11.08
12000 - Health Occupations	
12020 - Dental Assistant	12.85
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.75
12071 - Licensed Practical Nurse I	14.25
12072 - Licensed Practical Nurse II	16.01
12073 - Licensed Practical Nurse III	16.62
12100 - Medical Assistant	11.81
12130 - Medical Laboratory Technician	13.57
12160 - Medical Record Clerk	11.22
12190 - Medical Record Technician	13.53
12221 - Nursing Assistant I	8.29
12222 - Nursing Assistant II	9.32
12223 - Nursing Assistant III	10.16
12224 - Nursing Assistant IV	11.04
12250 - Pharmacy Technician	14.66
12280 - Phlebotomist	13.04
12311 - Registered Nurse I	24.33
12312 - Registered Nurse II	27.82
12313 - Registered Nurse II, Specialist	29.20
12314 - Registered Nurse III	34.10
12315 - Registered Nurse III, Anesthetist	34.10
12316 - Registered Nurse IV	40.88
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.33
13011 - Exhibits Specialist I	18.71
13012 - Exhibits Specialist II	24.13
13013 - Exhibits Specialist III	29.92
13041 - Illustrator I	18.54
13042 - Illustrator II	22.98
13043 - Illustrator III	28.10
13047 - Librarian	24.72
13050 - Library Technician	13.62
13071 - Photographer I	13.19
13072 - Photographer II	17.01
13073 - Photographer III	21.94
13074 - Photographer IV	27.20
13075 - Photographer V	32.89
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.38
15030 - Counter Attendant	7.38
15040 - Dry Cleaner	9.43
15070 - Finisher, Flatwork, Machine	7.38
15090 - Presser, Hand	7.38
15100 - Presser, Machine, Drycleaning	7.38
15130 - Presser, Machine, Shirts	7.38

15160	- Presser, Machine, Wearing Apparel, Laundry	7.38
15190	- Sewing Machine Operator	10.17
15220	- Tailor	10.88
15250	- Washer, Machine	8.03
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	18.83
19040	- Tool and Die Maker	21.70
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	16.13
21020	- Material Coordinator	16.25
21030	- Material Expediter	16.25
21040	- Material Handling Laborer	16.24
21050	- Order Filler	14.17
21071	- Forklift Operator	14.58
21080	- Production Line Worker (Food Processing)	14.58
21100	- Shipping/Receiving Clerk	11.46
21130	- Shipping Packer	11.46
21140	- Store Worker I	9.38
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	12.74
21210	- Tools and Parts Attendant	14.58
21400	- Warehouse Specialist	14.58
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	20.81
23040	- Aircraft Mechanic Helper	14.77
23050	- Aircraft Quality Control Inspector	20.72
23060	- Aircraft Servicer	16.72
23070	- Aircraft Worker	17.67
23100	- Appliance Mechanic	18.77
23120	- Bicycle Repairer	13.98
23125	- Cable Splicer	21.76
23130	- Carpenter, Maintenance	20.36
23140	- Carpet Layer	18.24
23160	- Electrician, Maintenance	20.30
23181	- Electronics Technician, Maintenance I	21.19
23182	- Electronics Technician, Maintenance II	22.18
23183	- Electronics Technician, Maintenance III	22.96
23260	- Fabric Worker	17.86
23290	- Fire Alarm System Mechanic	19.16
23310	- Fire Extinguisher Repairer	14.68
23340	- Fuel Distribution System Mechanic	19.16
23370	- General Maintenance Worker	15.19
23400	- Heating, Refrigeration and Air Conditioning Mechanic	18.92
23430	- Heavy Equipment Mechanic	19.16
23440	- Heavy Equipment Operator	21.76
23460	- Instrument Mechanic	19.55
23470	- Laborer	11.66
23500	- Locksmith	18.04
23530	- Machinery Maintenance Mechanic	18.92
23550	- Machinist, Maintenance	19.16
23580	- Maintenance Trades Helper	13.51
23640	- Millwright	20.04
23700	- Office Appliance Repairer	18.04
23740	- Painter, Aircraft	18.04
23760	- Painter, Maintenance	18.04
23790	- Pipefitter, Maintenance	18.92
23800	- Plumber, Maintenance	18.04
23820	- Pneudraulic Systems Mechanic	18.92

23850 - Rigger	19.72
23870 - Scale Mechanic	17.44
23890 - Sheet-Metal Worker, Maintenance	18.92
23910 - Small Engine Mechanic	16.94
23930 - Telecommunication Mechanic I	20.53
23931 - Telecommunication Mechanic II	22.61
23950 - Telephone Lineman	19.16
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	21.16
23970 - Woodcraft Worker	18.92
23980 - Woodworker	14.68
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.03
24580 - Child Care Center Clerk	13.77
24600 - Chore Aid	8.18
24630 - Homemaker	14.92
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.18
25040 - Sewage Plant Operator	22.98
25070 - Stationary Engineer	23.94
25190 - Ventilation Equipment Tender	15.45
25210 - Water Treatment Plant Operator	22.94
27000 - Protective Service Occupations	
(not set) - Police Officer	28.30
27004 - Alarm Monitor	9.90
27006 - Corrections Officer	23.51
27010 - Court Security Officer	24.00
27040 - Detention Officer	23.51
27070 - Firefighter	19.82
27101 - Guard I	8.87
27102 - Guard II	9.90
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.94
28020 - Hatch Tender	16.94
28030 - Line Handler	16.94
28040 - Stevedore I	15.82
28050 - Stevedore II	18.60
29000 - Technical Occupations	
21150 - Graphic Artist	22.59
29010 - Air Traffic Control Specialist, Center (2)	31.08
29011 - Air Traffic Control Specialist, Station (2)	21.43
29012 - Air Traffic Control Specialist, Terminal (2)	23.60
29023 - Archeological Technician I	18.29
29024 - Archeological Technician II	18.99
29025 - Archeological Technician III	25.34
29030 - Cartographic Technician	27.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.62
29040 - Civil Engineering Technician	21.94
29061 - Drafter I	16.40
29062 - Drafter II	18.40
29063 - Drafter III	21.93
29064 - Drafter IV	28.38
29081 - Engineering Technician I	14.25
29082 - Engineering Technician II	15.86
29083 - Engineering Technician III	17.91
29084 - Engineering Technician IV	22.18
29085 - Engineering Technician V	27.13

29086 - Engineering Technician VI	32.83
29090 - Environmental Technician	20.99
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	22.59
29210 - Laboratory Technician	17.17
29240 - Mathematical Technician	24.00
29361 - Paralegal/Legal Assistant I	17.23
29362 - Paralegal/Legal Assistant II	20.09
29363 - Paralegal/Legal Assistant III	24.56
29364 - Paralegal/Legal Assistant IV	29.73
29390 - Photooptics Technician	20.87
29480 - Technical Writer	24.43
29491 - Unexploded Ordnance (UXO) Technician I	19.75
29492 - Unexploded Ordnance (UXO) Technician II	23.90
29493 - Unexploded Ordnance (UXO) Technician III	28.64
29494 - Unexploded (UXO) Safety Escort	19.75
29495 - Unexploded (UXO) Sweep Personnel	19.75
29620 - Weather Observer, Senior (3)	20.02
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.03
29622 - Weather Observer, Upper Air (3)	18.03
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.50
31260 - Parking and Lot Attendant	7.73
31290 - Shuttle Bus Driver	12.01
31300 - Taxi Driver	9.70
31361 - Truckdriver, Light Truck	11.70
31362 - Truckdriver, Medium Truck	18.07
31363 - Truckdriver, Heavy Truck	19.23
31364 - Truckdriver, Tractor-Trailer	19.23
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.23
99030 - Cashier	11.12
99041 - Carnival Equipment Operator	12.16
99042 - Carnival Equipment Repairer	13.10
99043 - Carnival Worker	9.22
99050 - Desk Clerk	11.25
99095 - Embalmer	18.21
99300 - Lifeguard	10.38
99310 - Mortician	21.08
99350 - Park Attendant (Aide)	13.03
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.38
99500 - Recreation Specialist	14.92
99510 - Recycling Worker	15.38
99610 - Sales Clerk	10.38
99620 - School Crossing Guard (Crosswalk Attendant)	9.22
99630 - Sport Official	10.38
99658 - Survey Party Chief (Chief of Party)	20.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.72
99660 - Surveying Aide	10.73
99690 - Swimming Pool Operator	15.14
99720 - Vending Machine Attendant	12.82
99730 - Vending Machine Repairer	15.14
99740 - Vending Machine Repairer Helper	12.82

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All

operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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BRS Document Viewer

WAGE DETERMINATION NO: 94-2054 REV (18) AREA: CA,RIVERSIDE

WAGE DETERMINATION NO: 94-2054 REV (18) AREA: CA,RIVERSIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross | Division of | Wage Determination No.: 1994-2054
Director | Wage Determinations | Revision No.: 18
Date Of Last Revision: 06/03/2003

State: California Area: California Counties of Riverside, San Bernardino

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.02
01012 - Accounting Clerk II	12.12
01013 - Accounting Clerk III	14.79
01014 - Accounting Clerk IV	16.28
01030 - Court Reporter	16.84
01050 - Dispatcher, Motor Vehicle	16.84
01060 - Document Preparation Clerk	13.50
01070 - Messenger (Courier)	9.04
01090 - Duplicating Machine Operator	12.38
01110 - Film/Tape Librarian	13.52
01115 - General Clerk I	8.66
01116 - General Clerk II	10.60
01117 - General Clerk III	12.65
01118 - General Clerk IV	14.78
01120 - Housing Referral Assistant	18.29
01131 - Key Entry Operator I	10.51
01132 - Key Entry Operator II	12.17
01191 - Order Clerk I	11.11
01192 - Order Clerk II	13.87
01261 - Personnel Assistant (Employment) I	13.70
01262 - Personnel Assistant (Employment) II	14.53
01263 - Personnel Assistant (Employment) III	16.84
01264 - Personnel Assistant (Employment) IV	17.72
01270 - Production Control Clerk	16.05
01290 - Rental Clerk	14.53
01300 - Scheduler, Maintenance	14.53
01311 - Secretary I	14.19
01312 - Secretary II	17.20
01313 - Secretary III	18.29
01314 - Secretary IV	20.89
01315 - Secretary V	24.62
01320 - Service Order Dispatcher	13.93
01341 - Stenographer I	12.38
01342 - Stenographer II	14.53
01400 - Supply Technician	20.89

01420 - Survey Worker (Interviewer)	15.61
01460 - Switchboard Operator-Receptionist	12.12
01510 - Test Examiner	16.84
01520 - Test Proctor	16.84
01531 - Travel Clerk I	10.21
01532 - Travel Clerk II	10.84
01533 - Travel Clerk III	11.48
01611 - Word Processor I	12.20
01612 - Word Processor II	15.40
01613 - Word Processor III	15.52
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.11
03041 - Computer Operator I	14.11
03042 - Computer Operator II	16.45
03043 - Computer Operator III	17.95
03044 - Computer Operator IV	20.31
03045 - Computer Operator V	22.49
03071 - Computer Programmer I (1)	15.53
03072 - Computer Programmer II (1)	19.24
03073 - Computer Programmer III (1)	24.42
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.11
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.92
05010 - Automotive Glass Installer	19.28
05040 - Automotive Worker	19.28
05070 - Electrician, Automotive	20.50
05100 - Mobile Equipment Servicer	17.59
05130 - Motor Equipment Metal Mechanic	20.91
05160 - Motor Equipment Metal Worker	19.28
05190 - Motor Vehicle Mechanic	21.08
05220 - Motor Vehicle Mechanic Helper	16.32
05250 - Motor Vehicle Upholstery Worker	18.48
05280 - Motor Vehicle Wrecker	19.28
05310 - Painter, Automotive	20.11
05340 - Radiator Repair Specialist	19.28
05370 - Tire Repairer	13.98
05400 - Transmission Repair Specialist	20.91
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.22
07010 - Baker	14.36
07041 - Cook I	13.10
07042 - Cook II	14.36
07070 - Dishwasher	9.22
07130 - Meat Cutter	14.36
07250 - Waiter/Waitress	10.26
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	11.33
09070 - Furniture Refinisher	16.51
09100 - Furniture Refinisher Helper	13.51
09110 - Furniture Repairer, Minor	15.82
09130 - Upholsterer	16.51
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	9.96
11090 - Gardener	15.07
11121 - House Keeping Aid I	8.97
11122 - House Keeping Aid II	9.96
11150 - Janitor	9.96
11210 - Laborer, Grounds Maintenance	11.80
11240 - Maid or Houseman	8.97
11270 - Pest Controller	13.78
11300 - Refuse Collector	11.66
11330 - Tractor Operator	13.98
11360 - Window Cleaner	11.08
12000 - Health Occupations	
12020 - Dental Assistant	12.85
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.75
12071 - Licensed Practical Nurse I	14.25
12072 - Licensed Practical Nurse II	16.01
12073 - Licensed Practical Nurse III	16.62
12100 - Medical Assistant	11.81
12130 - Medical Laboratory Technician	13.57
12160 - Medical Record Clerk	11.22
12190 - Medical Record Technician	13.53
12221 - Nursing Assistant I	8.29
12222 - Nursing Assistant II	9.32
12223 - Nursing Assistant III	10.16
12224 - Nursing Assistant IV	11.04
12250 - Pharmacy Technician	14.66
12280 - Phlebotomist	13.04
12311 - Registered Nurse I	24.33
12312 - Registered Nurse II	27.82
12313 - Registered Nurse II, Specialist	29.20
12314 - Registered Nurse III	34.10
12315 - Registered Nurse III, Anesthetist	34.10
12316 - Registered Nurse IV	40.88
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.33
13011 - Exhibits Specialist I	18.71
13012 - Exhibits Specialist II	24.13
13013 - Exhibits Specialist III	29.92
13041 - Illustrator I	18.54
13042 - Illustrator II	22.98
13043 - Illustrator III	28.10
13047 - Librarian	24.72
13050 - Library Technician	13.62
13071 - Photographer I	13.19
13072 - Photographer II	17.01
13073 - Photographer III	21.94
13074 - Photographer IV	27.20
13075 - Photographer V	32.89
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.38
15030 - Counter Attendant	7.38
15040 - Dry Cleaner	9.43
15070 - Finisher, Flatwork, Machine	7.38
15090 - Presser, Hand	7.38
15100 - Presser, Machine, Drycleaning	7.38
15130 - Presser, Machine, Shirts	7.38

15160	- Presser, Machine, Wearing Apparel, Laundry	7.38
15190	- Sewing Machine Operator	10.17
15220	- Tailor	10.88
15250	- Washer, Machine	8.03
19000	- Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	18.83
19040	- Tool and Die Maker	21.70
21000	- Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	16.13
21020	- Material Coordinator	16.25
21030	- Material Expediter	16.25
21040	- Material Handling Laborer	16.24
21050	- Order Filler	14.17
21071	- Forklift Operator	14.58
21080	- Production Line Worker (Food Processing)	14.58
21100	- Shipping/Receiving Clerk	11.46
21130	- Shipping Packer	11.46
21140	- Store Worker I	9.38
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	12.74
21210	- Tools and Parts Attendant	14.58
21400	- Warehouse Specialist	14.58
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	20.81
23040	- Aircraft Mechanic Helper	14.77
23050	- Aircraft Quality Control Inspector	20.72
23060	- Aircraft Servicer	16.72
23070	- Aircraft Worker	17.67
23100	- Appliance Mechanic	18.77
23120	- Bicycle Repairer	13.98
23125	- Cable Splicer	21.76
23130	- Carpenter, Maintenance	20.36
23140	- Carpet Layer	18.24
23160	- Electrician, Maintenance	20.30
23181	- Electronics Technician, Maintenance I	21.19
23182	- Electronics Technician, Maintenance II	22.18
23183	- Electronics Technician, Maintenance III	22.96
23260	- Fabric Worker	17.86
23290	- Fire Alarm System Mechanic	19.16
23310	- Fire Extinguisher Repairer	14.68
23340	- Fuel Distribution System Mechanic	19.16
23370	- General Maintenance Worker	15.19
23400	- Heating, Refrigeration and Air Conditioning Mechanic	18.92
23430	- Heavy Equipment Mechanic	19.16
23440	- Heavy Equipment Operator	21.76
23460	- Instrument Mechanic	19.55
23470	- Laborer	11.66
23500	- Locksmith	18.04
23530	- Machinery Maintenance Mechanic	18.92
23550	- Machinist, Maintenance	19.16
23580	- Maintenance Trades Helper	13.51
23640	- Millwright	20.04
23700	- Office Appliance Repairer	18.04
23740	- Painter, Aircraft	18.04
23760	- Painter, Maintenance	18.04
23790	- Pipefitter, Maintenance	18.92
23800	- Plumber, Maintenance	18.04
23820	- Pneudraulic Systems Mechanic	18.92

23850 - Rigger	19.72
23870 - Scale Mechanic	17.44
23890 - Sheet-Metal Worker, Maintenance	18.92
23910 - Small Engine Mechanic	16.94
23930 - Telecommunication Mechanic I	20.53
23931 - Telecommunication Mechanic II	22.61
23950 - Telephone Lineman	19.16
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	21.16
23970 - Woodcraft Worker	18.92
23980 - Woodworker	14.68
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.03
24580 - Child Care Center Clerk	13.77
24600 - Chore Aid	8.18
24630 - Homemaker	14.92
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.18
25040 - Sewage Plant Operator	22.98
25070 - Stationary Engineer	23.94
25190 - Ventilation Equipment Tender	15.45
25210 - Water Treatment Plant Operator	22.94
27000 - Protective Service Occupations	
(not set) - Police Officer	28.30
27004 - Alarm Monitor	9.90
27006 - Corrections Officer	23.51
27010 - Court Security Officer	24.00
27040 - Detention Officer	23.51
27070 - Firefighter	19.82
27101 - Guard I	8.87
27102 - Guard II	9.90
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.94
28020 - Hatch Tender	16.94
28030 - Line Handler	16.94
28040 - Stevedore I	15.82
28050 - Stevedore II	18.60
29000 - Technical Occupations	
21150 - Graphic Artist	22.59
29010 - Air Traffic Control Specialist, Center (2)	31.08
29011 - Air Traffic Control Specialist, Station (2)	21.43
29012 - Air Traffic Control Specialist, Terminal (2)	23.60
29023 - Archeological Technician I	18.29
29024 - Archeological Technician II	18.99
29025 - Archeological Technician III	25.34
29030 - Cartographic Technician	27.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.62
29040 - Civil Engineering Technician	21.94
29061 - Drafter I	16.40
29062 - Drafter II	18.40
29063 - Drafter III	21.93
29064 - Drafter IV	28.38
29081 - Engineering Technician I	14.25
29082 - Engineering Technician II	15.86
29083 - Engineering Technician III	17.91
29084 - Engineering Technician IV	22.18
29085 - Engineering Technician V	27.13

29086 - Engineering Technician VI	32.83
29090 - Environmental Technician	20.99
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	22.59
29210 - Laboratory Technician	17.17
29240 - Mathematical Technician	24.00
29361 - Paralegal/Legal Assistant I	17.23
29362 - Paralegal/Legal Assistant II	20.09
29363 - Paralegal/Legal Assistant III	24.56
29364 - Paralegal/Legal Assistant IV	29.73
29390 - Photooptics Technician	20.87
29480 - Technical Writer	24.43
29491 - Unexploded Ordnance (UXO) Technician I	19.75
29492 - Unexploded Ordnance (UXO) Technician II	23.90
29493 - Unexploded Ordnance (UXO) Technician III	28.64
29494 - Unexploded (UXO) Safety Escort	19.75
29495 - Unexploded (UXO) Sweep Personnel	19.75
29620 - Weather Observer, Senior (3)	20.02
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.03
29622 - Weather Observer, Upper Air (3)	18.03
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.50
31260 - Parking and Lot Attendant	7.73
31290 - Shuttle Bus Driver	12.01
31300 - Taxi Driver	9.70
31361 - Truckdriver, Light Truck	11.70
31362 - Truckdriver, Medium Truck	18.07
31363 - Truckdriver, Heavy Truck	19.23
31364 - Truckdriver, Tractor-Trailer	19.23
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.23
99030 - Cashier	11.12
99041 - Carnival Equipment Operator	12.16
99042 - Carnival Equipment Repairer	13.10
99043 - Carnival Worker	9.22
99050 - Desk Clerk	11.25
99095 - Embalmer	18.21
99300 - Lifeguard	10.38
99310 - Mortician	21.08
99350 - Park Attendant (Aide)	13.03
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.38
99500 - Recreation Specialist	14.92
99510 - Recycling Worker	15.38
99610 - Sales Clerk	10.38
99620 - School Crossing Guard (Crosswalk Attendant)	9.22
99630 - Sport Official	10.38
99658 - Survey Party Chief (Chief of Party)	20.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.72
99660 - Surveying Aide	10.73
99690 - Swimming Pool Operator	15.14
99720 - Vending Machine Attendant	12.82
99730 - Vending Machine Repairer	15.14
99740 - Vending Machine Repairer Helper	12.82

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension

plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the

basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office,

Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&&&

Date: 7/22/03

C.O.E. Inventory -- Fort Irw site -- Los Angles District COE

Contract Number:

DACA87-99-D-007

Current Location:

Fort Irwin

Task Order Number:

0004

Project Manager:

James R. Van Huss

Item Description	Serial Number	Decal #	Purch Order#	Qty	Unit Cost	Date	Class	NSN	Location	Comments
Acetylene @ Oxygen Cutting Kit	BA10079/AA3778	000001	HAL9708002	1	\$325.00	#####		N/A	shop	
Amp. Converter, Astron RS-20A	9212908	000002	HAL9708002	1	\$110.00	#####		N/A	pmo	
Answering Machine, AT&T, Model 1308	A289M06C	000004	Local Purchase	1	\$19.95	#####		N/A	qao	
Arc Welder, Lincoln AC-225	9422-110	000006	HAL9708002	1	\$85.00	#####		N/A	shop	
Battery Charger, Century 141-268-000	D681922	000008	HAL9708002	1	\$25.00	#####		N/A	shop	
Blasting Machine	9608027	000016	Transfer	1	\$196.02	#####		N/A	pmo	
Calculator, Canon, Mod P36-D	781761	000017	HAL9708002	1	\$59.95	#####		N/A	sao	
Drill Press, Central T-583	K09065	000030	HAL9708002	1	\$75.00	#####		N/A	shop	
Galvanometer, Model "D"	623401	000033	Transfer	1	\$94.00	#####		N/A	pmo	
Gear Puller, Posilock 110	150768	000044	HAL9708002	1	\$150.00	#####		N/A	shop	
Generator, Honda	EB6500SX	000045	Transfer	1	\$2,850.00	#####		N/A	shop	
Generator, 2500W, Briggs 09716-1	1421450	000046	HAL9708002	1	\$125.00	#####		N/A	shop	
HE Storage Magazine (red)	NA	000055	Transfer	1	\$2,726.00	#####		N/A	asp	
Jack, 5.5 Ton, NAPA 91-661	07-006085	000056	HAL9708002	1	\$100.00	#####		N/A	shop	
Light, Warning, Mdl 951	NA	000058	Local Purchase	1	\$258.50	#####		N/A	pmo	
Locator, Fisher, 1266XB	12517	000059	Transfer	1	\$489.99	#####		N/A	pmo	
Microwave Oven, Goldstar MA-670M	30200241	000072	HAL9708002	1	\$50.00	#####		N/A	qco	
Paper Shredder, Sanyo, AS SBS 520	B0030981	000074	HAL9708001	1	\$125.00	#####		N/A	sao	
Radio, Mobile, Motorola, Lowband	778TUU0234	000082	HAL9708002	1	\$100.00	#####		N/A	SSHO	
Radio, Mobile, Motorola, Lowband	778TUE0662	000083	HAL9708002	1	\$100.00	#####		N/A	COE	
Radio, Mobile, Motorola, Lowband	778TVE0665	000084	HAL9708002	1	\$100.00	#####		N/A	field	
Radio, Mobile, Motorola, Lowband	778TSY1055	000085	HAL9708002	1	\$100.00	#####		N/A	field	
Radio, Mobile, Motorola, Lowband	778TSY1010		HAL9708002	1	\$100.00	#####		N/A	field	
Radio, MC2620 handheld w/battery	14802159	206	Ft Irwin	1	\$1,450.00	#####			field	
Radio, MC2620 handheld w/battery	14802167	205	Ft Irwin	1	\$1,450.00	#####			field	
Radio, MC2620 handheld w/battery	14802195	204	Ft Irwin	1	\$1,450.00	#####			field	
Radio, MC2620 handheld w/battery	14802213	207	Ft Irwin	1	\$1,450.00	#####			field	
Radio, MC2620 handheld w/battery	14802210	208	Ft Irwin	1	\$1,450.00	#####			field	
Radio, MC2620 handheld w/battery	14801207	214	Ft Irwin		\$1,450.00	#####			field	
Charger, Radio	14704564	209	Ft Irwin	1	\$125.00	#####			field	
Charger, Radio	14704917	210	Ft Irwin	1	\$125.00	#####			field	
Charger, Radio	14705023	211	Ft Irwin	1	\$125.00	#####			field	
Charger, Radio	14704813	212	Ft Irwin	1	\$125.00	#####			field	
Charger, Radio	14704779	213	Ft Irwin	1	\$125.00	#####			field	
Charger, Radio	14704899	215	Ft Irwin	1	\$125.00	#####			field	
Radio PRC 127	45537	224	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	46553	225	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	2189	229	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	2107	222	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	26634	233	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	2112	232	Ft Irwin	1	\$250.00	#####			field	

Radio PRC 127	22526	234	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	27265	236	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	37811	237	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	37751	228	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	27202	227	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	2971	223	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	27239	238	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	34428	218	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	15245	219	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	34432	220	Ft Irwin	1	\$250.00	#####			field	
Radio PRC 127	34441	221	Ft Irwin	1	\$250.00	#####			USACE	
Refrigerator, Emerson, OR300A	91411143	000092	HAL9708002	1	\$50.00	#####		N/A	qco	
Refrigerator, White Westinghouse	RLA27248	000093	DRMO	1	\$382.00	#####		N/A	shop	
Telephone, Multiline, DBA 208 A	92100393	000098	HAL9708002	1	\$100.00	#####		N/A	qco	
Telephone, Multiline, DBA 208 A	91040122	000099	HAL9708002	1	\$100.00	#####		N/A	pmo	
Telephone, Multiline, DBA 208 A	90120482	000100	HAL9708002	1	\$100.00	#####		N/A	sao	
Telephone, Multiline, DBA 208 A	91041466	000101	HAL9708002	1	\$100.00	#####		N/A	shop	
Tire Changer, Coats, Mdl: 4050A	0797154622	000104	HAL9709007	1	\$2,692.68	9/5/1997		N/A	shop	
Tool Kit, Mechanic, Craftsman	Tool Set #2	000105	HAL9708002	1	\$100.00	#####		N/A	shop	
Tool Kit, Mechanic, Craftsman	Tool Set #3	000106	HAL9708002	1	\$100.00	#####		N/A	shop	
Tool Kit, Shop, Craftsman	Tool Kit #1	000107	HAL9708002	1	\$2,500.00	#####		N/A	shop	
Typewriter, Canon #-3	W220120219	000141	HAL9708002	1	\$45.00	#####		N/A	sao	
Impact Wrench, NAPA	A7083419	203	Local Purchase	1	\$109.00	#####		N/A	field	Unservicable awaiting turn-in
Lock, High Security	102684EFP	000155	HAL9709008	1	\$531.70	9/5/1997		N/A	Admin	
Lock, High Security	102709EHL	000156	HAL9709008	1	\$531.70	9/5/1997		N/A	Admin	
Radio, Mobile, Maxtrac M100 Lowband	356TYJ1717	000157	HAL9808005	1	\$680.00	#####		N/A	QC	
Radio, Mobile, Maxtrac M100 Lowband	356TYJ1714	000158	HAL9808005	1	\$680.00	#####		N/A	field	
Container, Rolloff	ATI960#1	000159	HAL	1	\$4,234.00	2/5/1999		N/A	yard	
Container, Rolloff	ATI960R#4	000160		1	\$4,234.00	2/5/1999		N/A	yard	
Container, Rolloff	ATI960R#3	000161		1	\$4,234.00	2/5/1999		N/A	yard	
Container, Rolloff	ATI960R#2	000162		1	\$4,234.00	2/5/1999		N/A	yard	
Connex, Storage 8'x8'		000201		1	\$100.00	#####		N/A	yard	
Connex, Storage 8'x8'		000202		1	\$100.00	#####		N/A	yard	
Thompson Telephone Model 2-9315A	70764048	000166	Petty Cash Prch	1	\$29.00	9/1/1998		N/A	COE	
Bench Grinder	34948	000167	Petty Cash Prch	1	\$35.00	#####		N/A	shop	
Fuel Tank, Pump & Flow Meter	88615	000170	Petty Cash Prch	1	\$710.34	#####		N/A	field	
Hose Crimper	NA	000172	Direct Bill	1	\$128.16	#####		N/A	shop	
Solder gun	NA	000173	Petty Cash Prch	1	\$32.31	9/5/1999		N/A	shop	
Mechanics Floor Creeper	NA	000174	Direct Bill	1	\$64.64	#####		N/A	shop	
Milleratic Mig Welder 250X	KK080499	000175	ORT9906018	1	\$1,675.32	#####		N/A	shop	
Chevy Cheyenne	1GNFK16K1PJ376088	CE44905	COE Transfer	1	UNK	#####		N/A	field	
Trailer Utility	4ZBUE0184WP000017	CE47596		1	\$3,448.00	#####		N/A	field	
Trailer Utility	4ZBUE0180WP000001	CE47597		1	\$3,448.00	#####		N/A	field	

Hazardous Pay Differential Interpretation

For 8% and 4% Hazardous Pay Differential

- **Applicable to UXO personnel and UXO Sweep personnel only.**
- **Differential will be applied to the nearest whole hour.**

The 8% differential will apply to the following activities:

- **Surface clearance**
- **Subsurface clearance**
- **Demolition operations**
- **Initial OE inspection of scrap**

The 4% differential will apply to the following activities:

- **Anomaly avoidance activities**
- **Escort activities**
- **Reconnaissance activities**
- **Scrap re-inspection, certification. This activity is a re-inspection and certification of scrap already inspected before.**
- **Explosives (not UXO) transportation and inspection**

There will be a 0% differential for the following activities:

- **Office work**
- **Safety Briefings**
- **Travel to and from the site (grid/range)**
- **Equipment maintenance**
- **Non-explosive venting, demil'ing or disfiguration**

SAFETY EXPOSURE REPORT

(USACE Supplement 1 to AR 385-40)

Date

INSTRUCTIONS

- Enter the following exposure data:
 - Man hours worked per certified payroll report.
 - Month - Year
- Report shall be delivered to the contracting officer's representative by 19th of each month.
- Please check appropriate box:
 Check if report is final.
 Accidents during the month. (Lost Time Personal Injury and Property Damage)
List accidents on the back of form. Indicate worker's name, date of accident and days lost for personal injury accidents.
 Worker's Compensation Claim Report submitted. 50% 100%

THRU

RESIDENT ENGINEER

PROJECT ENGINEER

SIGNATURE

TO

SAFETY & OCCUPATIONAL HEALTH OFFICE

PRIME CONTRACTOR NAME

SUB-CONTRACTOR NAME

CONTRACT NUMBER

SITE LOCATION

MAN HOURS

MONTH

YEAR

PREPARED BY *(Typed Name and Title)*

SIGNATURE

CERTIFIED BY CONTRACTOR PROJECT MANAGEMENT
(Typed Name and Title)

SIGNATURE

Section K
Representations, Certifications and Other Statements of Offerors

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52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

CAGE CODE

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "CAGE CODE" followed by the CAGE CODE number that identifies the offeror's name and address exactly as stated in the offer.

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

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

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

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

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

(End of clause)

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.

(a) 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)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient

other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **562910** (insert NAICS code).

(2) The small business size standard is **500 employees**

*

(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)

52.222-22 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)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

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

(End of provision)

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)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

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

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

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

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

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

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

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

(End of provision)

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)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

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

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	---

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

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1. PURPOSE.

The purpose of this section is to provide instructions concerning the content and organization of the proposal. The offeror shall propose to satisfy the requirement as set forth in this solicitation. This requirement is set aside for Small Business Concerns under the North American Industry Classification System (NAICS) Code 562910

2. TASK ORDER AWARD.

The Government intends to award the first task order under this solicitation following contract award. The award of this task order will be related to the proposal made by the award for the Sample Task Order (Section J, Attachment D).

3. PROPOSAL FORMAT.

The offeror shall submit **one (1) original** and **six (6) hard copies** of their proposal in the format shown below along with two (2) CD-ROMs of their complete proposal:

Proposal Document	Suggested Page Limit/Section	Original	Copies Required
Volume I, Section I: Previous Experience, Key Personnel, and Organizational Structure	30	1	6
TAB 1/Summary of Previous Experience – MMR Projects			
Tab 2/Resumes of Key Personnel			
TAB 3/Organizational Structure of the Proposed Team			
Volume I, Section II – Corporate Programs	10	1	6
Tab 1/Quality Management/Quality Control Program and Corporate Business Practices			
Tab 2/Accident Prevention/Safety and Health Program			
Volume I, Section III – Past Performance	5	1	6
Tab 1/Past Performance Project Narrative with Points of Contact	Survey Pages Not Counted		
Maximum Number of Pages Evaluated for Volume I	45	1	6
Volume II, Section I - Contractor Costs	8	1	6

Tab 1/ Supplies or Services and Prices/Costs (Section B)			
VOLUME II Section II – Other Contract Documents	N/A	1	6
Section II, Tab 1 - Representations and Certifications (Section K). This section will be evaluated for responsiveness.			
Section II, Tab 2 - SF 33, Solicitation, Offer, and Award (Section A). This section will be evaluated for responsiveness.			
Maximum Number of Pages Evaluated for Volume II	8	1	6
VOLUME III (Oral Presentation) – Sample MEC Scenario	35	1	6
Section I – Offeror’s Proposed Team for Sample MEC Scenario			
Section II – Quality Control			
Section III – Accident Prevention Plan/Site Safety Health Plan Overview			
Section IV – Technical Approach to Sample MEC Scenario			
Tab 1/Discussion of Site, Assumptions, and Work Plan			
Tab 2/Field Work			
Tab 3/Hazards and Safety Identification			
Tab 4/ Milestones and Time Schedule for Grid Clearance			

4. Volume Content.

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

4.1. Volume I, Section I – Previous Experience, Key Personnel, and Organizational Structure

4.1.1. Volume I, Section I, Tab 1 – Previous Experience – Military Munitions Response Projects: Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Section C of this solicitation. A **project** is defined as:

- Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility; or
- Work performed pursuant to a site-specific contract (*i.e., a non-IDIQ contract*) for one site or multiple sites within a single installation or facility; or
- Work performed under multiple task orders issued against one ID/IQ contract to accomplish the work effort on a single site within a single installation or facility.

An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ type contract at multiple sites does not represent a "project" within this definition. If the offeror provides a specific task order(s) as its "project", it shall provide the base contract number and the task order number for reference purposes. If the offeror provides a site-specific contract as its "project", it shall provide the contract number for reference purposes. The projects must have been **completed** within the last five (5) years from this solicitation's closing date.

A **completed project** is defined as:

- Work performed under a "project" as defined above that is physically 100% completed and has been accepted by the customer – the project does not have to be administratively closed out.

The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for use by the offeror. The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the overall total page count for the volume as specified in Section L paragraph 2.2. The Offeror should discuss the technologies/tools used and the approaches that were taken on the projects. The offeror may include both federal and commercial work. The offeror may include projects, which required similar types of cost containment insurance. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (*i.e.* the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the potential activities for the resultant contract(s) as listed in Section C of this solicitation.

4.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel

4.1.2.1. Key Personnel – The offeror shall provide the resumes of the key personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror should provide a resume for the following five (5) key personnel positions. The resumes should clearly display proposed job title, education, states in which the individuals are registered, special qualifications and experience record showing title, specific duties, responsibilities and assignments and the dates these were held within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, key personnel may be replaced only with the approval of the Contracting Officer.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. See Section C for the minimum qualifications.

(2) **Project Manager(s)** – The Contractor shall designate a PM. See Section C for the minimum qualifications.

(3) **Senior UXO Supervisor (SUXOS)** –. See Section C for the minimum qualifications.

(4) **UXO Safety Officer (UXOSO)** –See Section C for the minimum qualifications.

(5) **UXO Quality Control Specialist (UXOQCS)** –See Section C for the minimum qualifications.

4.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team

4.1.3.1. The organizational structure of the offeror's proposed team (all major subcontractors should be included in this organizational structure) for this contract should be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as geophysics, safety, project management, engineering, etc., should be shown and briefly described. The relationship of these capabilities to the offeror should be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

4.1.3.2. Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For small business teaming arrangements, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses. However, flowcharts/organizational diagrams should show the working arrangement of the team.

4.2. Volume I, Section II – Corporate Programs

4.2.1. Volume I, Section II, Tab 1 – Quality Management/Quality Control Program and Corporate Business Practices. The offeror should provide a narrative of its corporate Quality Management/Quality Control (QM/QC) Program and its business practices, which demonstrates adherence to the QM/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

4.2.2. Volume I, Section II, Tab 2 – Accident Prevention / Safety and Health Program.

The Contractor should provide a narrative to describe its ongoing and successful execution of their Accident Prevention/Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of an Accident Prevention Plan (APP)/Site Safety and Health Plan (SSHP) for a Military Munitions Response Program site. The offeror should provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA regulation 29 CFR 1926.65(b) and EM 385-1-1, and provide a Table of Contents of the required written Safety and Health Program. The offeror should also certify that the Health and Safety supervision is performed by a UXO Safety Officer (UXOSO). The offeror should also provide a list of OSHA violations and reported accidents in the past five (5) years, or so state that there were none.

4.3. Volume I, Section III, - Past Performance

4.3.1. Volume I, Section III, Tab 1 – Past Performance Project Narrative with Points of Contact

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

4.3.1.1. Owner/Client Past Performance Survey Forms The information provided by the owner/client past performance survey forms will be used in evaluating the offeror's past performance. The Survey Form may be reformatted to fit one page, but must contain all the questions and a comments section for the evaluator. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience – Military Munitions Response Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror should distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form should be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist – **Patricia Bonilla** at the address given for proposal submission or by email to Patricia.B.Bonilla@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated BELOW of this Section L. If submission is by mail, the envelope shall be marked, "Confidential Proposal Information for Solicitation W912PL-04-R-0014, DO NOT OPEN – ATTN: Patricia Bonilla"** The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. These pages **will NOT be** counted as part of the contractor's proposal pages.

NOTE: These past performance evaluation forms will not be released to the offeror at any time before or after contract award, in order for USACE to solicit unbiased/candid responses and comments.

4.3.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Source Selection Evaluation Board (SSEB). Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

The offeror should also provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience – Military Munitions Response Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements and gaining the approvals for those submittals. The offeror should also provide Points of Contact (POCs) to Government so that the information provided can be independently verified. Regulatory POCs **may be contacted** to obtain safety and environmental compliance information. Also, the offeror shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

4.4. Volume II, Section I - Contractor Costs

This solicitation provides a Section B – Supplies or Services & Prices/Costs upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract.

4.4.1. Volume II, Section I, Tab 1 - Supplies or Services and Prices/Cost (Section B)

4.4.1.1. The offeror shall fill out in its entirety only one (1) Table 1 from Section B. The rates that the offeror proposes should be rates as indicated in the schedule for the base period in accordance with the *Procurement Notes*. Escalation factors for option years shall be provided in the Pricing Schedule.

4.5. Volume II, Section II – Cost Evaluation Factors

4.5.1. Volume II, Section II, Tab 1 - Representations and Certifications (Section K)

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

4.5.2. Volume II, Section II, Tab 2 - SF33, Solicitation, Offer, and Award (Section A)

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company. Any amendments that are issued shall be acknowledged by the offeror on the SF33.

5. Volume III - Oral Presentation – Sample MEC Scenario

5.1. The Government plans to conduct oral presentations with those offerors in the competitive range only, if one is established. Otherwise, all offerors will be invited to participate in the oral presentations .

5.2. Following the Offeror's presentation, the offeror will submit to questions from the Government's designated evaluators and advisors in a panel interview format. The oral presentation and interview will be a test of an offeror's abilities and capabilities relative to the other competitors.

5.3. The purpose of the oral presentations will be for the Offeror's to present to the Government designated evaluators, the Offeror's knowledge of the requirements for the Task Order, and for the Offeror to demonstrate their capabilities to perform the work and reach the milestones/objectives required under the Task Order.

5.4. The oral presentation will be evaluated in accordance with Section M and the Source Selection Plan.

5.5. The content of the oral presentation and the questions and answers provided will become part of the offer and will supplement the written proposal information provided. If the Government determines that the information from the oral presentation or question and answer session will be included in the contract/task order, the Offeror will be required to submit the information in writing per FAR 15.102(f). The Offeror shall not discuss information about the

oral presentation or any of the questions and answers to potential competitors. Such release could disqualify the Offeror, subcontractor, competitor, and the recipient of the information. As provided in FAR 52.215-1(f)(4), the Contracting Officer intends to make award without discussions, and therefore the Offeror's initial proposal should contain the Offeror's best terms from a technical, schedule, and cost standpoint. However, if discussions are needed regarding the oral presentation, they will occur following oral presentations and may occur telephonically. Any revisions made to an Offeror's proposal may be submitted electronically with a hardcopy and CD-ROM copy express mailed to the address on the SF33.

5.6. Oral Presentation Format

5.6.1. Schedule for presentations

The offerors invited to participate in oral presentations will be provided a date, time and location for their respective oral presentation(s). The Government anticipates conducting the oral presentations in the Los Angeles District Corps of Engineers Headquarters, 915 Wilshire Blvd. Los Angeles, CA 90017. The Government will identify the specific time and location by letter. The Contracting Officer reserves the right to designate another location at the time of the offer for oral presentations. Offerors shall be prepared to present their oral presentations within the time period specified in Section 5.6.5. The order in which offerors will make their presentations will be determined by a drawing of lots by the Contracting Officer. Once notified of their scheduled presentation date, time, and location, the offeror shall make their presentation at the scheduled date, time and location.

5.6.2. Form of Presentation

Offerors shall make their oral presentation in person. Use of video taped presentations or other forms of media are not acceptable and will be rejected. The presentation shall begin with the presenter's introduction of himself/herself by name, position, and company affiliation. The Government will provide a projection screen, and table space for up to six (6) offeror representatives. If the offeror prefers to present using PowerPoint slides, the offeror shall provide its own laptop computer, digital media projector for PowerPoint presentations, and appropriate connections.

5.6.3. Oral Presentation Submission

5.6.3.1. Each offeror shall provide one (1) original copy and six (6) duplicate copies of the oral presentation materials, including Volume III, at the time of the presentation. The presentation transparencies/PowerPoint slides will not be a part of Volume III page count. The offeror must number the pages and bind each set of transparencies/slides in a three-ring loose-leaf binder. When evaluating the offeror's oral presentation, the Government will consider only those transparencies/PowerPoint slides that were actually projected and addressed by the offeror during its presentation. The contracting officer will not permit the offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

5.6.3.2. There is no limitation on the number of slides that an offeror may use. However, the presenter(s) will be limited in the amount of time for presentation and will not be granted extra

time to finish its presentation. What the presenter(s) present in writing (via transparencies/PowerPoint slides or its written proposal) will take precedence over the information given verbally. The Government will not accept for evaluation any additional documentation, such as procedural manuals, handbooks or guides, etc., which may or may not have been referenced during the presentation. Only that information requested in Volume III shall be submitted.

5.6.3.3. Offerors are prohibited from taping or recording their own presentation.

5.6.4. Offeror's presentation team

The oral presentation shall be led by the proposed Project Manager for the actual contract (or project). The team shall include no more than five (5) additional individuals who are able to answer any questions that may arise concerning the proposal. Only key personnel comprising the offeror's management team listed in its proposal, the contractor's financial officer, insurance underwriter or other person or entity directly and significantly supporting the offeror in execution of the work effort for this contract shall participate on the presentation team. It is highly recommended and suggested that one of the six (6) personnel be highly knowledgeable in their cost containment insurance policy/indemnification package that will be purchased under the Task Order.

5.6.5. Time allowed for presentations

Prior to the scheduled start time, offerors will be allowed a thirty (30) minute set-up period. The last five (5) minutes of the set-up period will be reserved for introductions (Government and Offeror personnel) and for the Procurement Contracting Officer to provide a review of the ground rules. The Offeror's presentation (excluding questions and answers) shall be limited to ninety (90) minutes (uninterrupted). Following the oral presentation, there will be a recess for the Government to caucus and formulate questions regarding the oral presentation or other matters, if necessary. After the recess, each offeror will answer questions from the Government evaluation team. The Question and Answer session may last approximately one (1) hour. The Government may ask questions concerning any matter that it deems appropriate. The questions and answers will allow the Government to determine that the Offeror understands the technical/management uncertainties, challenges, and risks associated with the Sample MEC Scenario. Communication between the offeror and the Government shall not be construed as discussions within the meaning of FAR regulations, unless the Contracting Officer makes that determination. The Government will not inform the offeror of their strengths, weaknesses, or deficiencies, nor engage in bargaining during any part of the oral presentation. The time clock will start upon the Government's direction to begin.

5.6.6. Reducing Oral Presentations to Writing

Offerors should put forth a concentrated effort to ensure that the information provided during any oral presentation is consistent with the written terms and conditions of its written proposal. If the oral presentation, contradicts the written materials, the written materials shall take precedence. The primary purpose of the oral presentation is to allow the Offeror an opportunity to familiarize the Government with the Offeror's team, the Offeror's management/organizational structure, the Offeror's insurance policy and the offeror's proposed technical approach/solutions.

The total page count for Volume III, excluding Section III - Insurance/Indemnification policy is 35 pages.

5.7. Format and Content for the Oral Presentation - The offeror shall submit **one (1) original and six (6) hardcopies copies, as well as two (2) CD-ROM copies** of their oral presentation (pages limited to only what was shown/presented during the presentation) and proposal (pages are limited) in the format shown below:

6.0. Volume Content –

Proposals presented via oral presentation and submitted in writing in response to this solicitation, shall consist of the contents required in the sub-paragraphs described below:

6.1. Volume III, Section I – Offeror’s Proposed Team for Sample MEC Scenario

The Offeror shall identify its proposed team for this Task Order. The Offeror shall provide the resumes of the key personnel as required in Section C, and shall discuss their roles and responsibilities. The Offeror shall provide an organizational chart, which should clearly identify the reporting lines, roles, and responsibilities among the team, and should include the subcontractors or team members that will be performing substantial portions of the work under this Task Order. The Offeror should discuss their plan for resourcing this Task Order, including how the Offeror will provide the staffing and equipment needed to perform the Task Order.

6.2. Volume III, Section II – Quality Control

The Offeror shall discuss its quality control management procedures. The Offeror should discuss how it will take its corporate level quality control program and implement it under this Task Order at a project level that will ensure compliance with the contract requirements. The Offeror should describe its procedures on how it will react and implement new procedures when quality control is not acceptable to the Government.

6.3. Volume III, Section III – Accident Prevention Plan (AAP)/Site Safety Health Plan (SSHP) Overview

The Offeror shall discuss its overview of their accident prevention plan (AAP) / site safety and health plan (SSHP) for this Task Order. It should provide a comprehensive understanding of the applicable safety requirements and should demonstrate the ability to implement these requirements into an effective, comprehensive, and coherent plans for this Task Order.

6.4. Volume III, Section IV– Technical Approach to Sample MEC Scenario

This Section will help to determine the Offeror’s understanding of the nature of the services to be performed under this indefinite delivery/indefinite quantity performance based contract. The Offerors are to use the Sample MEC Scenario provided in Section J, Attachment D. when developing their proposal for this Section. This Section will help determine if the Offerors can incorporate all the proper and required measures that should normally be taken when performing work under a contract for these services. The Offeror should discuss the technology it will use and the process it went through to determine that this was the best technology and approach to clearing the MEC/MC on the site. The Offeror should also discuss any and all assumptions made when developing their technical approach.

6.4.1. Volume III, Section IV, Tab 1 – Discussion of Site, Assumptions and Work Plan

The Offeror should provide a background discussion of the site to be investigated, including the sources of data, points of contact, coordination required, relevant reports, problems, and topics relevant to the project that would be addressed in the work plan. This should also include any specialized expertise required, including any specialized requirements needed to accomplish the work effort. The Offeror should identify any limiting factors and all assumptions made when developing their response to the Sample MEC Scenario.

6.4.2. Volume III, Section IV, Tab 2 – Field Work

The Offeror should provide a discussion on the field methods to be used, including the types of equipment used to located MEC and map its location, types and numbers of personnel to be used, and any other techniques relevant to the field investigations, surveys, or removal activities.

6.4.3. Volume III, Section IV, Tab 3 – Hazards and Safety Identification

The Offeror should provide discussion on the hazards that may be encountered when performing work such as those needed under the Sample MEC Scenario. This should include the types of MEC that may be found and the potential hazards of the site, as well as the potential hazards of the MEC. Also, the necessary safety requirements should be discussed and identified.

6.4.4. Volume III, Section IV, Tab 4 – Milestones and Time Schedule for Grid Clearance

The Offeror should provide a Performance Based Milestone Chart and Time Schedule for the work that would be performed under the Sample MEC Scenario. (Normally costs would accompany each milestone in the Chart, however cost will not be evaluated for this Sample MEC Scenario and is therefore not needed.) The Offeror should discuss the quality management/schedule/risk assessment, reporting and controls it will use – discussing the organization’s ability to identify critical quality and schedule impacts and how the Offeror will manage and control multiple subcontractors and multiple task orders to avoid quality and schedule impacts.

7.0. Technical Exceptions and Deviations -

The offeror shall identify and explain any exceptions and/or deviations from the requirements of the RFP or conditional assumptions made with respect to the technical requirements of the solicitation in the technical proposal. Any explanation of exceptions and/or deviations taken must contain sufficient information and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions that do not provide benefit to the Government, could result in the proposal being determined unacceptable.

8. 52.0215-5000 DIRECTIONS FOR SUBMITTING OFFERS (MAR 2002)

Envelopes/packages containing offers must be sealed, marked and addressed as follows:

MARK ENVELOPES/PACKAGES:

Solicitation No. **W912PL-04-R-0014**

Closing Date: 25 June 2004
Closing Time: 2:00 P.M., PST

ADDRESS ENVELOPES/PACKAGES TO:

Department of the Army
U. S. Army Engineer District, Los Angeles
ATTN: Contracting Division
C/O: Patricia Bonilla
P. O. Box 532711
Los Angeles, CA 90053-2325

SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED OFFERS:

Hand-carried offers must be delivered to: 911 Wilshire Blvd., Public Affairs Office (PAO), Suite 980, Los Angeles, CA 90017.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Public Affairs Office (PAO), Suite 980, Wilshire Blvd, Los Angeles, CA at which time they will be escorted within the building. Offerors are no longer permitted to hand-carry their offers directly to Contracting Division. **Offers may NOT be either turned-in or left unattended at the Public Affairs Office (PAO), Suite 980.**

The Contract Specialist will be in the Public Affairs Office (PAO), Suite 980, 30 minutes prior to the scheduled closing time/date for receipt of proposals.

Offerors who wish to hand-deliver their offers at an earlier date and time must notify the Contract Specialist in advance in order to arrange to be met at the Public Affairs Office, Suite 980 by Contracting Personnel. In the event the Contract Specialist cannot be reached, please call the main Contracting Division telephone number, 213.452.3231, in order to request assistance.

In order to expedite visitor processing, offerors must complete the information requested on the Notice of Visitor(s) Form that is attached at the end of this clause. The completed form must then be faxed to the Contract Specialist 24 hours prior to the date for receipt of proposals. In addition, no more than 2 visitors per firm will be permitted within the building. No exceptions will be made.

Please ensure that all courier and delivery personnel are aware of these special procedures pertaining to hand carried offers.

NOTICE OF VISITOR(S)		
1. Date(s) of Visit (<i>Inclusive</i>)		2. Arrival Time
3. Name of Visitor(s) (<i>Last, First</i>)		4. Agency/Company of Visitor
5. Name of Person Being Visited (<i>Include Div, Br, Sec</i>)	6. Suite Number	7. Telephone Number
8. Contact Person (<i>if other than Person Being Visited</i>)		9. Telephone Number
10. Other Comments or Instructions		
<ul style="list-style-type: none">- All visitors must report to the Public Affairs Office, Suite 980- Visitors must use the Visitor Tag provided.- Visitors must be escorted to Corps of Engineers floors- Parking validation is only available for Engineering Division, Construction-Operations, and Information Management field personnel.- Delivery personnel will be validated for 30 minutes only.		

9. 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a INDEFINITE DELIVERY, FIRM-FIXED PRICE AND TIME AND MATERIALS CONTRACT Contract resulting from this solicitation.

(End of provision)

10. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)

An award in the amount of \$1 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$1 million or more) are found, on the basis of a compliance review, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation.

(End of provision)

11. 52.222-4004 LABOR INFORMATION

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965(41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include a solicitation number, the name and address of the issuing agency, and a description of the supplies and services.

12 PREPROPOSAL CONFERENCE AND SITE VISIT

a. Technical and administrative personnel will be on hand to discuss the requirement and answer questions. In order to expedite the **conference**, prospective offerors are requested to submit written questions to the contracting officer not later than COB, May **21**, 2004 specifying the section and paragraph of the RFP for which clarification is desired. However, questions which cannot be submitted in time to reach the contracting officer on or **before May 21, 2004, may be submitted at the conference. ALL QUESTIONS MUST BE SUBMITTED IN WRITING.** A summary of the conference proceedings, including questions and answers, will be provided to each attendee and to those firms receiving a copy of the solicitation.

b. Offerors who plan to have representatives at this conference are requested to furnish the names and titles of their representatives to Lloyd E. E Godard, Project Manager for the US Army Corps of Engineers, at 213-452-4014. On the day for the conference, I can be reached on my cell phone at 213-713-5626.

c. Potential offerors may send up to **2** representatives to the preproposal conference and the site visit.

Pre-Proposal Conference: Range Maintenance to Locate, Identify, Mark and Dispose of Munitions and Explosives (ME) at the National Training Center, Fort Irwin CA

Date: 26 May 2004

Time: 9:00 am to 11:00 am

Location: National Training Center (NTC), Fort Irwin CA

Building: Building S-237

Room: Garrison Conference Room, Room 16

Site Visit:

Date: 26 May 2004

Time: 1:00 pm to 4:00 pm

Location Start: The start of the site visit will be given out at Pre-Proposal Conference.

Vehicles: All contractors who wish to attend the Site Visit are requested to bring a 4-wheel drive vehicle.

Driving Directions to Pre-Proposal Conference from LAX Airport or Ontario Airport:

1. **LAX Airport-** leave car rental and find Hwy 405 going north. Hwy 405 is 5 to 10 miles east of the airport.
2. **Highway 405-**go north on highway 405 until you reach Hwy 10. Go east on Hwy 10.
3. **Highway 10-**go east on Hwy 10 until you reach Hwy 15. This is about a one-hour drive, depending on traffic. Get on Hwy 15 going north. Ontario Airport is off Hwy 10. If you fly into Ontario Airport, get on Hwy 10 going east and Hwy 15 is only a few miles down Hwy 10.
4. **Highway 15-**Travel north on Hwy15 to about 5 miles north of the City of Barstow, CA. Exit on Fort Irwin Road and turn left onto road (West).
5. **Fort Irwin Road-**Travel West on Fort Irwin Road for about 35 miles until you reach the main gate.
6. **NTC Main Gate-**Stop at security building on right to get pass to enter base. Note: See below for security requirements. After obtaining pass, go through gate. The road changes name at this point and becomes South Loop Road.
7. **South Loop Road-**Continue on South Loop Road until you reach North Loop Road, Turn Left and take the First Right, which is Barstow Rd.
8. **Barstow Road-**Follow Barstow Rd through Two Four Way Stop Sign's and Turn Left at the Third Four Way Stop. This is Fourth Street.
9. **Fourth Street-** Continue straight on Fourth Street and building S-237 will be straight in front of you. Look to the Northeast and you will see available parking.
10. **Building S-237-**Enter at the front of the building and the conference room is the first right and then left into the room.

NTC Security Requirements:

Contractor personnel-You will need a valid Drivers License to enter the post.

Vehicles-

1. Proof of Vehicle Insurance: You will need proof of vehicle insurance or you will not be able to enter the Post.

Lodging: The nearest City with lodging is Barstow. Plan at least an hour drive from Barstow to Fort Irwin.

Questions concerning direction to conference: Please call Lloyd E. E Godard, Project Manager for the US Army Corps of Engineers, at 213-452-4014. On the day for the conference, I can be reached on my cell phone at 213-713-5626.

13. INQUIRIES

Perspective offerors should submit all inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

Trish Bonilla, 213-452-3255 or fax 213-452-4187 or email

Patricia.B.Bonilla@spl01.usace.army.mil

Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to date set for receipt of offers.

Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the offer will be given in the form of a written amendment to the solicitation.

14. 52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

15. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional

CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

16. 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service, Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

17. 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (JAN 2004)

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

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

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

18. 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (JAN 2004)

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

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

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

19. 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

(Activity) _____

(Complete address) _____

(Telephone number) _____
(Person to be contacted) _____

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of clause)

20. 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

(Activity) _____
(Complete address) _____

(Telephone number) _____
(Person to be contacted) _____

(End of provision)

21. 52.0214-4583 TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals.

No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

22. 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a

minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

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

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

23. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months,

OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

24. 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

25. 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of clause)

26. 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USACE, LOS ANGELES DISTRICT, WEST REGION BRANCH, P.O. BOX 532711, LOS ANGELES, CA 90053-2325 OR 915 WILSHIRE BLVD., ROOM 1040, LOS ANGELES, CA 90017

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

(End of provision)

27. 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

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

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \div 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of clause)

28. 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://www.arnet.gov>

(End of provision)

29. 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

30. 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

31. NOTICE OF PRIORITY RATING

If an order issued under this contract is a **rated order** the following clause will be incorporated in the task order.

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)

32. 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

33. 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(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 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 revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

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

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

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

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

(iv) A summary of the rationale for award.

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

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION PROCESS. Proposals will be evaluated in the following manner:

Volume I (Previous Experience, Key Personnel and Organizational Structure, Corporate Programs, Past Performance)

Volume III (Oral Presentation/Sample MEC Scenario)

Volume II (Price Proposal/Contract Forms/Section K) The Contract Forms/Section K will be evaluated for responsiveness to the solicitation.

After the evaluation of the non-price elements of the proposals, the price proposal will be evaluated in accordance with M.1.3 below and a comparative analysis will be made to determine the best overall value to the Government.

All non-priced evaluation factors, are significantly more important than cost or price.

M.1.1 Volume III Oral Presentation/Sample MEC Scenario, the sub-factors to be evaluated are listed in their descending order of importance as follows:

- a. Safety
- b. Experience/Technical Capabilities
- c. Technical Approach
- d. Organization/Management Capabilities

M.1.2 Volume I Written Proposal/Past Performance, the sub-factors to be evaluated are listed in their descending order of importance as follows:

- a. Safety record
- b. Record of conforming to contract requirements
- c. History of reasonable and cooperative behavior, commitment to customer satisfaction and mission.
- d. Adherence to contract schedules
- e. Record of forecasting and controlling costs.

M.1.3 FACTOR III , The Price Proposal will be evaluated and a comparative analysis of the proposal as a whole will be performed to determine the best value to the Government. Cost analysis will be used for the purpose of determining cost reasonableness, cost realism and overall best value of the proposals for the base and option years using a tradeoff process. The offeror shall complete the Pricing Schedule in its entirety of Section B. The Contracting Officer will consider price realism in the evaluation of the fixed-price and time-and-materials approaches. The fixed-price proposal will be significantly more important than the time-and-materials proposal.

M.2 52.215-4073 Award

Consistent with the evaluation criteria, the Government will award a contract which, in the judgment of the Contracting Officer, will result in the best value for the Government. Only one award shall result from this solicitation.

END OF SECTION M

Section H - Special Contract Requirements

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF CONTRACT AWARD through EXPIRATION DATE OF THE CONTRACT, INCLUDING ALL OPTION YEARS, IF EXERCISED.**

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **NOT APPLICABLE** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **NOT APPLICABLE** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **NOT APPLICABLE** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **NOT APPLICABLE** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **RECEIPT OF ANY TASK ORDER ISSUED AFTER THE EXPIRATION OF THE CONTRACT, INCLUDING THE OPTION PERIODS IF EXERCISED.** [insert date].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 CALENDAR DAY (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 CALENDAR days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **SIXTY (60) MONTHS**.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

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

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

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

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

52.0028-4001 REQUIRED INSURANCE

Insurance is required as follows:

a. Either Workman's Compensation or Employer's Liability Insurance with a minimum limit of \$100,000.00.

b. General Liability. The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form or policy of at least \$500,000.00 per occurrence.

c. Automobile Liability Insurance for Bodily Injury and Property Damage with minimum limits of \$200,000.00 for injury or death of any one person; \$500,000.00 for each accident or occurrence of bodily injury liability; and \$20,000.00 for each accident or occurrence for property liability.

d. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Office 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 the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 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.