

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W91ZLK-06-R-0018	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11-Sep-2006	PAGE OF PAGES 1 OF 142
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81FT76101R194	6. PROJECT NO.
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7. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013 TEL: FAX:	CODE W91ZLK	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME KANDI A. MCDONALD	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 410-278-2372
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

a. Multiple Award Construction Task Order Contract (MATOC) at Aberdeen Proving Ground, Maryland. All work shall be done in accordance with Specification No. IEQ51IE5J listed in Section C of the Solicitation/Contract.

b. Davis-Bacon General Wage Determination(s) MD030003, MD030039, MD030041, MD030042, MD030054 and Service Contract Act Wage Determination 2005-2247 (Rev 01) are applicable for this procurement.

c. Payment Terms: Net 14 for partial payments and Net 30 for final payments.

d. Commencement of Contract: See Specification IEQ51IE5J - Section C - Paragraph C.1.2.

e. Commencement of Prosecution of Work on Individual Task Orders: See Specification IEQ51IE5J - Section C - Paragraph C.4.1.

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

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 04:00 PM (hour) local time 12 Oct 2006 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

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

D. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

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

AMOUNTS

SEE SCHEDULE OF PRICES

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

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

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

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commences the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL: EMAIL:

31B. UNITED STATES OF AMERICA BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

SECTION B NOTES

B.1 DEFINITIONS:

MATOC: Multiple Award Construction Task Order Contract. The Government anticipates making 1-7 multiple awards from this solicitation. **This procurement is a 100% 8(a) set-aside. Only 8(a) firms certified by the Small Business Administration are eligible to submit a proposal for this solicitation and no other offers will be considered.** The Government reserves the right to make as few as one and as many as 7 awards as the Contracting Officer deems is in the best interest of the Government.

Minimum Guarantee: A guaranteed dollar amount a contractor may receive in orders in any contract period including the Base Year and Option Years. Reference the table below in paragraph B.2 for information on guaranteed amounts offered by the Government for the Base Year and Option Years 1 through 4. Per the table, the guaranteed amounts do differ from year to year.

Maximum Total Award Amount: The highest total dollar award amount a contractor is eligible to receive in any contract period including the Base Year and Option Years. Reference the table below in paragraph B.2 for information on Maximum Total Award Amounts offered by the Government for the Base Year and Option Years 1 through 4. Per the table, the Maximum Total Award Amount for the Base Year is different than the option periods. Contractors are eligible for contract awards up to Maximum Total Award Amount if the contractor can obtain bond capacity that is equal to or greater than the Maximum Total Award Amount specified for the Base Year and option periods. To be eligible for the Maximum Total Award Amount a confirmation letter from the prospective contractor's bonding company shall be provided with the contractor's proposal.

Minimum Total Award Amount: The lowest total dollar award amount a contractor is eligible to receive in any contract period including the Base Year and Option Years. Reference the table below in paragraph B.2 for information on Minimum Total Award Amounts offered by the Government for the Base Year and Option Years 1 through 4. Per the table, the Minimum Total Award Amount for the Base Year is the same for the base and option periods. The minimum yearly bonding capacity under the contract is \$10,000,000.00 per year. If contractor is unable to obtain bonding capacity at this level per year, the contractor's offer cannot be considered for award and will be rejected. To be eligible for any award the contractor shall provide a letter that confirms the company can secure at least the Minimum Yearly Bonding Capacity of \$10,000,000.00 from his/her bonding company.

Maximum Yearly Spending Limit: The yearly dollar amount to be spent by the installation on all competitively issued task orders in any given contract period. Per the table, the Maximum Spending Limit for the Base Year is different than Option Years 1 through 4.

Maximum Total Spending Limit for All Years: The total dollar amount to be spent by the installation on all competitively issued task order during the entire contract duration to include the Base Year and any option periods exercised.

Minimum Yearly Bonding Capacity: The lowest yearly bond capacity a contractor shall obtain in order to be eligible for contract award. The minimum bonding capacity per year under this contract shall not be less than \$10,000,000.00 per year. The contractor shall provide a confirmation letter with his/her offer that confirms the contractor can obtain at least the Minimum Yearly Bonding Capacity per year or more. The confirmation letter shall specifically state the proposed contractor's bonding capacity for each separate year and not a total summation for all years. Failure to provide bonding capacity confirmation letter with contractor's proposal shall render the offer ineligible for award.

B.2 INDEFINITE QUANTITY INDEFINITE DELIVERY CONTRACT MINIMUM AND MAXIMUM AMOUNTS:

Each MATOC awardee will have the potential to receive up to a Maximum Total Award Amount of either the Maximum Spending Limit per year but no less than \$10,000,000.00 which is the minimum bonding capacity per year that is required under the proposed contract. The Minimum Guarantee will be \$250,000 per contractor for the Base Year. No minimum guarantee will be put on the contract for Option Years 1 through 4. The last acquisition had a similar Minimum Guarantee structure. Even though each contractor has the potential to receive up to the Maximum Spending Limit in task order awards each year, the Government only intends to award dollars up to and not exceeding the Maximum Spending Limit of \$25,000,000.00 for the Base Year and \$50,000,000.00 for Option Years 1 through 4 to be competed amongst the 1-7 potential awardees.

Base Year Minimum Guarantee Per Contractor Per Year	Base Year Maximum Total Award Amount Per Contractor Per Year	Base Year Minimum Total Award Amount Per Contractor Per Year	Base Year Maximum Spending Limit For 1-7 Awards
\$250,000.00	\$25,000,000.00	\$10,000,000.00	\$25,000,000.00
Option Year 1 Minimum Guarantee Per Contractor Per Year	Option Year 1 Maximum Total Award Amount Per Contractor Per Year	Option Year 1 Minimum Total Award Amount Per Contractor Per Year	Option Year 1 Maximum Spending Limit For 1-7 Awards
\$0.00	\$50,000,000.00	\$10,000,000.00	\$50,000,000.00
Option Year 2 Minimum Guarantee Per Contractor Per Year	Option Year 2 Maximum Total Award Amount Per Contractor Per Year	Option Year 2 Minimum Total Award Amount Per Contractor Per Year	Option Year 2 Maximum Spending Limit For 1-7 Awards
\$0.00	\$50,000,000.00	\$10,000,000.00	\$50,000,000.00
Option Year 3 Minimum Guarantee Per Contractor Per Year	Option Year 3 Maximum Total Award Amount Per Contractor Per Year	Option Year 3 Minimum Total Award Amount Per Contractor Per Year	Option Year 3 Maximum Spending Limit For 1-7 Awards
\$0.00	\$50,000,000.00	\$10,000,000.00	\$50,000,000.00
Option Year 4 Minimum Guarantee Per Contractor Per Year	Option Year 4 Maximum Total Award Amount Per Contractor Per Year	Option Year 4 Minimum Total Award Amount Per Contractor Per Year	Option Year 4 Maximum Spending Limit For 1-7 Awards
\$0.00	\$50,000,000.00	\$10,000,000.00	\$50,000,000.00
(Maximum Spending Limit for All Years)			\$225,000,000.00

B.3 PULSAR REQUIREMENTS: Contractors shall be required to use Pulsar Cost Estimating System when submitting cost proposals for individual task orders per Specification Number IEQ51IE5J, paragraph C.2.4. In addition to the coefficient proposed below for line items 1000, 2000, 3000, 4000, and 5000 the contractor shall provide yearly fixed rates for the following data fields within Pulsar. Contractors may propose different rates each year but the rates will remain fixed during the contract period.

BASE YEAR	PROPOSED RATE	COMMENTS
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Coefficient Rate		Propose Same Percentage Rate as Line Item 1000
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
OPTION YEAR 1	PROPOSED RATE	COMMENTS
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Coefficient Rate		Propose Same Percentage Rate as Line Item 2000
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
OPTION YEAR 2	PROPOSED RATE	COMMENTS
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Coefficient Rate		Propose Same Percentage Rate as Line Item 3000
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items

Contingency Rate Propose as a Percentage Rate if Applicable - If not enter 0%

OPTION YEAR 3	PROPOSED RATE	COMMENTS
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Coefficient Rate		Propose Same Percentage Rate as Line Item 4000
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%

OPTION YEAR 4	PROPOSED RATE	COMMENTS
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Coefficient Rate		Propose Same Percentage Rate for Line Item 5000
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%

B.4 BASIS FOR PRICE REASONABLENESS OF LINE ITEMS 1000, 2000, 3000, 4000 AND 0005: The Contracting Officer shall use the proposed coefficient rate in line items 1000, 2000, 3000, 4000 and 5000 as the only basis for determining price reasonableness of these line items. Since task orders will be issued on a competitive basis, Contractors are cautioned to propose reasonable rates for all other pulsar rates specified in the table above.

B.5 PERFORMANCE AND PAYMENT BOND REQUIREMENTS:

Contractor shall furnish performance and payment bonds in accordance with FAR clause 52.228-15. The contractor shall initially bond each awarded year for \$1,000,000.00 dollars (Reference line items 1001, 2001, 3001, 4001, and 5001). The contractor shall have the ability to secure additional bonding up to at least the Minimum Year Bonding Capacity of \$10,000,000 per year. Any additional bonding needed will be requested incrementally as required by award of additional work over and above the initial \$1,000,000.00 yearly bond. The contractor shall be required to provide a separate \$1,000,000.00 bond for each contract period awarded. As contractors exceed orders over the initial \$1,000,000.00 bond for each contract period, the contract shall be modified in increments of \$1,000,000.00 to increase the bond coverage to match the dollar value of the work issued to each contractor. Each Contractor shall be responsible for keeping an account of their bonding requirements as the contract progresses.

B.6 BOND PAYMENTS:

Contractor shall only be paid actual costs up to and not exceeding the contractor's bid price for bond line items. If after contract award, the contractor actually pays more than the bid price, the contractor shall not be reimbursed for the additional bond cost. Conversely, if the contractor actually pays less than his or her bid costs for bonds, the contractor shall only receive actual cost paid and the excess funds will be deobligated by modification signed by the contracting officer.

B.7 TASK ORDERS: All task orders issued under this contract shall be issued on a firm-fixed price basis. Under this contract the Government plans to issue two types of orders - Low Price Task Orders (LPTO) and Best Value Task Orders (BVTO). Government estimates that about 60% of the tasks will be BVTO and 40% will be LPTO.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1000	MATOC - BASE YEAR FFP	1	Lump Sum		

MATOC - BASE YEAR
FFP
MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below.
Estimated Maximum Total Award Amount of \$25,000,000.00 x Contractor's Proposed Coefficient Rate of \$_____ = \$_____.
The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item.

FOB: Destination
PURCHASE REQUEST NUMBER: W81FT76101R194

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	BASE YEAR BONDS FFP INITIAL PERFORMANCE AND PAYMENT BONDS VALUE AT \$1 MILLION DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: W81FT76101R194	1	Lump Sum		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2000		1	Lump Sum		

OPTION

MATOC - OPTION YEAR 1
 FFP
 MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below.
 Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$_____ = \$_____.
 The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item.

FOB: Destination
 PURCHASE REQUEST NUMBER: W81FT76101R194

MAX
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		1	Lump Sum		
OPTION	OPTION YEAR 1 BONDS FFP INITIAL PERFORMANCE AND PAYMENT BONDS VALUE AT \$1 MILLION DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: W81FT76101R194				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3000		1	Lump Sum		

OPTION

MATOC - OPTION YEAR 2
 FFP
 MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below.
 Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$_____ = \$_____.
 The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item.

FOB: Destination
 PURCHASE REQUEST NUMBER: W81FT76101R194

MAX
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		1	Lump Sum		
OPTION	OPTION YEAR 2 BONDS FFP INITIAL PERFORMANCE AND PAYMENT BONDS VALUE AT \$1 MILLION DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: W81FT76101R194				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4000		1	Lump Sum		

OPTION

MATOC - OPTION YEAR 3
 FFP
 MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below.
 Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$_____ = \$_____.
 The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item.

FOB: Destination
 PURCHASE REQUEST NUMBER: W81FT76101R194

MAX
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		1	Lump Sum		
OPTION	OPTION YEAR 3 BONDS FFP INITIAL PERFORMANCE AND PAYMENT BONDS VALUE AT \$1 MILLION DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: W81FT76101R194				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5000		1	Lump Sum		

OPTION

MATOC - OPTION YEAR 4
 FFP
 MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below.
 Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$_____ = \$_____.
 The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item.

FOB: Destination
 PURCHASE REQUEST NUMBER: W81FT76101R194

MAX
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001		1	Lump Sum		
OPTION	OPTION YEAR 4 BONDS FFP INITIAL PERFORMANCE AND PAYMENT BONDS VALUE AT \$1 MILLION DOLLARS. FOB: Destination PURCHASE REQUEST NUMBER: W81FT76101R194				

MAX
NET AMT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$250,000.00		\$225,000,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1001		\$		\$
2000		\$		\$
3000		\$		\$

4000	\$	\$
5000	\$	\$
2001	\$	\$
3001	\$	\$
4001	\$	\$
5001	\$	\$
1000	\$	\$

Section C - Descriptions and Specifications

SECTION C



**DEPARTMENT OF THE ARMY
U.S.ARMY GARRISON, ABERDEEN PROVING GROUND
ABERDEEN PROVING GROUND, MARYLAND 21005-5001**

30 JUNE 2006

**SPECIFICATION FOR POSTWIDE CONSTRUCTION
MULTIPLE AWARD TASK CONTRACT (MATOC)
SPECIFICATION NO. IEQ51IE5J**



**SPECIFICATION FOR POST WIDE CONSTRUCTION
MULTIPLE AWARD TASK ORDER CONTRACT (MATOC)
SPECIFICATION NO.: IEQ51IE5J**

C.1 SCOPE OF WORK: The contractor, as an independent agent and not as an agent of the Government, shall provide all services, materials and supplies, and perform all labor necessary for performing one-time unscheduled construction work in the Aberdeen and Edgewood Areas of Aberdeen Proving Ground (APG), Harford County, Maryland in accordance with the specifications herein and within the terms of the contract.

C.1.2 Start-up Period: Upon receipt of contract award, the contractor shall as soon as practicable, commence any familiarization activities prior to actual work on individual task orders. However, within (30) calendar days after receipt of contract award, the contractor shall be fully operational and capable of immediately starting work on any assigned task order.

C.1.3 Place of Performance:

C.1.3.1 General Location: The work called for herein shall be performed throughout the U.S. Army Aberdeen Proving Ground, Harford County, Maryland. The areas are as follows:

Aberdeen Area
Edgewood Area
Churchville Test Course
Van Bibber Water Treatment Plant
Hopkins Reservoir

C.1.3.2 Structure Conditions: The types of structures, age and use are widely varied and range from temporary wood framed barracks, three story metal framed office buildings to large masonry industrial process buildings from pre-World War I to facilities presently under construction.

C.1.4 Workday:

C.1.4.1 Daily: Unless otherwise specified, the normal working hours on APG for most Government employees are based on 80 hours, biweekly cycle as follows:

First Week	Monday through Thursday	0700-1700 HRS
	Friday	0700-1600 HRS
Second Week	Monday through Thursday	0700-1700 HRS
	Friday	Scheduled Day Off (SDO)

Prior to performing work during hours other than those specified, the contractor shall obtain the permission of the Contracting Officer or his authorized representative. The contractor will be allowed to work on the SDO as long as it is outside work or coordination was made with the Contracting Officer's Representative (COR) for access to inside the building. Normally, requests for permission to work during hours other than those specified shall be submitted no less than 24 hours prior to the time the contractor desires to perform such work.

C.1.4.2 Holidays: The Contractor shall not normally be expected to work during Federal holidays. Every effort will be made by the COR to have the work sites available on holidays if the contractor desires to work. Contractor shall submit request by e-mail, (3) working days in advance prior to working on a holiday. Proposals shall not include overtime for holidays unless specifically negotiated to expedite work.

C.1.4.3 Typical Projects: Types of work included under this type of contract are real property maintenance, alteration, renovation, new construction and repair projects; base utility maintenance and repair projects; environmental related services such as asbestos abatement, lead paint abatement, industrial hygienist's services, soil and gas laboratory analysis, UXO testing and monitoring, etc; that is incidental to performing task orders. Some projects will require certification by a professional engineer. Examples of such projects include, but are not limited to, fire sprinkler systems, sediment and erosion and storm water management plans, analysis of existing facility structures, pre-engineered buildings, etc. If certification is required, the Government will specify the requirement in the Task Order Request for Proposal (RFP).

C.1.4.4 Permits and Licenses: Contractor shall submit all approved common permits and licenses either at the beginning of the contract or in advance of the need for the required permit unless that license or permit expires. If federal, state, local Government or Industrial Regulations require updating or renewal of said permits or licenses the contractor shall update them as required. Contractor shall submit copy of pre-approved permit and licenses if specifically requested in the RFP. Contractor is responsible for keeping requirements updated for permits and licenses. Any fine and penalties imposed by federal, state, local or industrial regulators shall be the sole responsibility of the Contractor.

C.2 GENERAL ORDERING PROCEDURES FOR TASK ORDERS:

C.2.1 Site Visits: The Contracting Officer shall inform all contactors electronically of the place, date, and time for the site visit for low price and best value task orders. Emergency site visits will be conducted in the most efficient manner to ensure quickest response. The Contracting Officer will follow up the site visit with a Request for Proposal (RFP) with a Scope of Work (SOW) to all interested parties. Contractor attendance at site visit is considered vital to preparation of competitive and cost effective offers, and to understanding the total requirements desired by the Government. Failure to attend site visits may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through, or other pre-award task order costs. The site visit notice or RFP will specify task order award type (Low Bid Award or Best Value Award) and any other special requirements.

C.2.1.1 Site Visit Notes: The contractor shall not work from verbal information and from observations made during the site visit. Information will be provided in writing to all Offerors.

C.2.1.2 All tasks will include specific instructions and details regarding the work required. These instructions and details may include, but will not be limited to, such items as work request number and title of project; building number if applicable; work to be performed; location of the work to be performed; list of required submittals; and technical points of contact.

C.2.2 Request for Proposals (RFP): When the Government requires work under the Multi Award Task Order Contract (MATOC), an RFP will be issued. See **Sample Government RFP and Sample Government Scope of Work contained in Section C – Attachment A.**

C.2.3 Task Order Proposal: The contractor shall prepare a detailed task order proposal in accordance with the **Sample Contractor Proposal Cover Sheet in Section C – Attachment A and prepare a cost proposal electronically using "PULSAR" Cost Estimating System.**

Reference paragraph C.2.4. for instructions in using PULSAR. In response to an RFP, the contractor shall electronically submit (via email) a written cost proposal to the Contracting Officer. Partially submitted or late submitted proposals may not be accepted for competition.

C.2.3.1 RFP Sketches, Layouts and Design Drawings: If requested by the Government's RFP, the contractor shall prepare and submit sketches and layouts of the work for construction with sufficient detail for interpretation by the Government. Provide sizes, dimensions, routing, and layouts for architectural, civil, mechanical, and electrical work. Any sketches, layouts or design drawings submitted in response to the Government's RFP may be submitted in any format the contractor deems appropriate. Please note that if the contractor's offer is selected for award all sketches, layouts or design drawings and as-built drawings shall be provided by the contractor to the Government in Micro Station SE /V7 (DGN format) in order to be compatible with APG CADD standards and the GIS mapping system.

C.2.3.2 Scope of Work Clarifications: For Best Value Task Order (BVTO) RFPs, the contractor shall prepare and furnish a scope of work clarification if required, which shall include all items necessary for the proper execution and completion of the required work. Do not submit a scope of work clarification For Low Price Task Order (LPTO) proposals. If there are questions on the LPTO scope of work prepared by the Government, the Contractor shall submit his questions in writing to the Contracting Officer not later than (3) working days before bids are due. The Contracting Officer shall then provide written answers to all questions via email prior to the date and time proposals are due. Clarification of the scope of work submitted with your proposal on a LPTO constitutes a deviation in the scope of work and the proposal will not be considered for award.

C.2.4 Cost Proposal Format:

C.2.4.1 All cost proposals shall be prepared electronically using "PULSAR" Cost Estimating Software. Pulsar is a product of Estimating Systems, Inc., P.O. Box 1301, Forestdale, MA 02644. Estimating Systems can be contacted by telephone at 1-800-967-8572, by E-mail at espulsar@adelphia.net, or at their Internet web site: <http://www.estimatingsystems.com>.

C.2.4.2 PULSAR is updated annually using RSMeans Facilities Construction Cost Data. The Contractor shall use the latest version of the PULSAR program. The date of the Request for Proposal (RFP) will determine the year of the PULSAR program that shall be used for the proposal. The software version year will run from February 1 through January 31.

C.2.4.3 At a minimum, proposals shall be submitted to the Contracting Officer by E-mail. Contractors may also provide extra copies of proposals and drawings on Floppy Disk, or Compact Disk. It is the Contracting Officer's discretion to accept electronically scanned copy of a PULSAR proposal in lieu of the original PULSAR electronic file (estimate.zip).

C.2.4.4 Once the PULSAR program is opened you must set up the initial parameters. Go to Utilities, System Defaults, Default Selections, Check "SUBCONTRACTED", and Lines per Page = "90". Leave all other fields at their default setting.

C.2.4.5 FILE NAME CONVENTION

C = Contractor (All Contractor proposals will begin with C)

A = Contractor # 1 (B = Contractor #2, etc., to be determined by the Contracting Officer).

X = any unique alphanumeric character sequence such as 05-012.

V = Version number (This would be for revised proposals).

Title = Abbreviation information such as Building Number (i.e. 4304, E5126, etc.).
 Mod # = Modification Number (Not applicable for the original Task Order proposal).

C.2.4.6 There are (20) possible characters in the Estimate Name.

C.2.4.7 The following “Estimate Header Information” convention shall be followed:

C.2.4.7.1 Description = Contract Number, Task Order Number and Work Request Number.
 (i.e. DABJ05-03-D-0001, TO 0025, WRASQ-Y025-4J). Task Order number is only applicable to modifications).

C.2.4.7.2 Project Name = Brief Description of the project including Building Number or Area.

C.2.4.7.3 Location = “Aberdeen Area” or “Edgewood Area” as appropriate.

C.2.4.7.4 Architect/Engineer = “The Name of Your Company”

C.2.4.7.5 Owner = Government organization that is for i.e. ATC, ARL, DIO, etc.

C.2.4.7.6 Quantities By and Entered By = Use this at your option.

C.2.4.7.7 Estimate Type = “MATOC”

C.2.4.8 Set the CCI Report Options as follows:

C.2.4.8.1 Reporting Level = “DETAILED ALL FIELDS”

C.2.4.8.2 City Cost Index = “MARYLAND, BALTIMORE”

C.2.4.8.3 City Cost Index Adjustment Options = “TOTAL”

C.2.4.9 Check the “BURDENED” box.

C.2.4.9.1 Sales Tax = 5%

C.2.4.9.2 Material = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.3 Labor = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.4 Equipment = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.5 Coefficient = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.6 Subcontract = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.7 Bond = 0%

C.2.4.9.8 Contingency = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.10 The Contractor shall indicate the proposed amount in percent to be charged for Material, Labor, Equipment, Coefficient, Subcontract and Contingency.

C.2.4.11 To send PULSAR estimates by E-mail, two steps have to occur.

C.2.4.11.1 BACKUP THE ESTIMATE:

C.2.4.11.2 Back-up the proposal using the following commands:

- From the Main (first) PULSAR Menu Screen, select UTILITIES
- BACKUP/RESTORE
- Select BACKUP
- “Backup to Folder”: Select A: \ (floppy drive), or C: \ (hard drive)
- Check box “Estimates Backup from Folder”
- Click on “Load from (where you store your estimates)”
- Click on the estimate you want to send
- Click on “BACKUP”
- PULSAR will save the estimate as “ESTIMATE.ZIP”

- Screen message "Backup to estimate.zip Done"
- Click "OK"

C.2.4.11.3 RENAME THE ESTIMATE: The APG E-mail will not allow "zipped" files such as "ESTIMATE.ZIP" to be sent to Government computers. Therefore the "ESTIMATE.ZIP" files must be renamed to "ESTIMATE.ZZZ". To do this:

- Go to where you backed up the estimate
- Right Click on "ESTIMATE.ZIP"
- Click "RENAME"
- Click in the highlighted box
- Type "ESTIMATE.ZZZ"

C.2.4.12 To open a PULSAR estimate that you have received by E-mail, you must perform the following two steps:

C.2.4.12.1 RENAME THE ESTIMATE.

- Right Click in "ESTIMATE.ZZZ"
- Click "RENAME"
- Click in the highlighted box
- Type "ESTIMATE.ZIP"

C.2.4.12.2 RESTORE THE ESTIMATE.

- From the Main (first) PULSAR Menu Screen select UTILITIES
- BACKUP/RESTORE
- Select "RESTORE"
- "Restore from Folder": Select the folder that has the ESTIMATE.ZIP file
- Check box "Estimates Restore to Folder" (where you store your estimates on your hard drive)
- Click on "Load from (Select the drive where "ESTIMATE.ZIP" is located
- Click on the estimate you want to restore
- Click on "RESTORE"
- Screen message: "Restore from Estimate.zip Done"
- Click "OK"

C.2.5 Construction Schedule: The contractor shall prepare a construction schedule for each task order with sufficient detail to enable an accurate understanding of the sequence of work and a time delineation of each work task. The schedule shall be submitted to the COR at the pre-construction meeting. Schedules are required on all task orders and shall be completed by using P.E.R.T., Network, Gant, or any other similar critical path method software. This schedule will be used as the basis to determine if the contractor has made appropriate progress toward meeting the completion date. Contractor shall provide an updated schedule within (7) working days of any modification adding or changing work on the task order. Failure of the contractor to meet any milestone in the critical path will be considered performance that endangers completion under the task order and may affect the contractor's ability to receive future task order work.

C.2.6 Procedure For Providing Information Or Communications: In order to comply with the Government's policy on paperless acquisitions, the contractor shall be required to submit all information related to the contract via an email, internet or other electronic means such as CD's, diskettes or current technology. As a minimum, the contractor shall have an email account able to accept files that are up to 3 MEGS in size. The contractor shall use a combination of the following format on the subject line for all e-mails to the Government: contract number, work request number, task order number, and building number. Information contained within e-mail subject lines shall pertain to one subject matter only.

C.2.7 Completed Plans and Estimate Package: The contractor shall prepare an RFP cover sheet per the sample listed in Attachment A of this solicitation and shall submit the cover sheet with all completed plans and work estimates to Contracting Officer within the timeframe stated on the RFP.

C.2.8 Proposal Review: Upon receipt of the contractor's proposal, the Government will review the task order proposal for completeness and within twenty-one (21) calendar days, the Government will accept or reject contractor's proposal for further consideration. Government will notify the contractor by e-mail or letter if the proposal is rejected stating the reason for rejection. Once the Government rejects the proposal, then contractor is barred from further competition on that particular task order.

C.2.9 Withdrawal of Request for Task Order Proposal: Prior to issuance of any task order, the Government reserves the right to withdraw the request for task order proposal. All costs associated with the preparation of the task order proposal are to be borne by the contractor.

C.2.10 Competition: It is anticipated that most, if not all, of the task orders will be awarded based on competition. It is expected that MATOC contactors shall submit proposals for all RFP's issued. However, if a contractor is unable to propose on any particular Task Order then he/she shall notify the Contracting Officer in writing. Failure to provide a proposal will not be counted against the contractor during past performance

reviews so long as the contractor provides a written notification by the proposal due date specified in the RFP. If the contractor fails to provide a written explanation by the proposal due date, the contractor's failure to respond will be considered during past performance evaluations.

C.2.11 Task Orders:

C.2.11.1 The delivery schedule for each task order is firm. Liquidated Damages, as defined in FAR 52.211-12 I will apply to each task order. Also see C.2.5.

C.2.11.2 Only the task order with the Contracting Officer's signature and date shall constitute an order to perform the work. The Facilities Engineering Work Request/order will NOT be construed as an order to the contractor.

C.2.11.3 The Contracting Officer will issue task orders on a firm-fixed-priced basis. Task orders will NOT be issued on a "Time & Material" basis.

C.3 TYPES OF TASK ORDERS:

C.3.1 Competitive Task Order: This type of order will be awarded based on competition. Task orders awarded on a competitive basis will involve competition between all contractors.

C.3.1.1 Low Price Task Orders: (LPTO):

C.3.1.1.1 RFP will include detailed information concerning final task order requirements. Typical items that may be included with the RFP (if applicable) is the statement of work, construction specifications, design drawings, sketches, attachments, environmental requirements, and any other special requirements needed for the task order (i.e. overtime and scheduling requirements, special product requirements, etc).

C.3.1.1.2 The contractor shall electronically submit a detailed task order proposal as described in Paragraph C.2.3 plus any specific data or analysis requested in the task order RFP.

C.3.1.1.3 The Government will review MATOC contractor's proposals for completeness as described in paragraph C.2.4.

C.3.1.1.4 Task Order Award: Award may be made without discussions to the lowest price from all accepted proposals. Awarded task orders will be firm-fixed price with specific completion dates.

C.3.1.2 Best Value Task Order (BVTO):

C.3.1.2.1 During initial project site visit, the Government will brief contractors on task order design (if required) and any other construction requirements. RFP will include a brief statement of work along with all applicable design criteria, engineering calculations and analysis requirements, submittal requirements, environmental requirements, scheduling requirements, etc. RFP will also describe the evaluation criteria to be utilized in evaluating best value task order proposal. Evaluation criteria listed on RFPs are listed in descending order of importance: For example the following criteria or any other set of criteria could be used to evaluate BVTO proposals:

- a. Technical Approach: The contractor shall demonstrate technical ability through value engineering, proposal design narrative, and manufacturer's equipment being proposed. The contractor shall describe in detail how he will accomplish the project. He shall submit manufacturer's information on selected materials for the project.
- b. Price.
- c. Schedule: The contractor shall provide a CPM schedule to include design and construction. Indicate major milestone on the schedule i.e. foundation and slab installed under roof, etc.

C.3.1.2.2 In response to the task order RFP requirements, the contractor may have to submit (if applicable) concept design drawings, detail construction scope of work, specifications, engineering analysis, material data sheets, design, construction schedule, safety and environmental permits requirements and detailed task order proposal as describe in Paragraph C.2.3.

C.3.1.2.2.1 Concept Design: Concept design drawing is a design drawing, sufficient in detail to explain concept of the proposed construction project (i.e. building layouts, equipment locations, utility locations, doors, windows, etc.) Concept designs submitted in response to request for proposals, which are not selected for award negotiations, are not considered incomplete proposals. The Government will not directly reimburse the contractor for preparation of concept design not selected for award. However, Contractors shall include detailed cost information in their pricing proposal for engineering services, which will be required to complete the task order in the event the Government accepts the contractor's proposal for award.

C.3.1.2.2.2 Bill of Material: Contractor shall list all major material items as defined in the individual task RFP in detail (i.e. type of material, manufacturer information, model number, grade of material, size of material etc.) For examples:

- a. Ton, ABC Company, Roof top, DX HVAC Unit model # 1111.
- b. 3'x5', ABC Company, Three panels, insulated window.
- c. 16 Gauge, Commercial grade, stains resistance carpet.

- d. 5/8", 1 ½ hour fire rated Gypsum wallboard.
- e. 2x4, load bearing, wood studs.
- f. Energy Efficient, COE standard detail 40-06-04, Type 216, 4 Lamp, fluorescent Lighting.
- g. 200 AMP, 16 Breaker, Commercial electrical panel.

C.3.1.2.3 The Contracting Officer and/or the Project Manager will review each proposal for completeness as described in paragraph C.2.4. The Government PM and/or technical team will evaluate proposals. As specified by the RFP, the Government will evaluate proposals for such factors as price, design, engineering, quality, scheduling, past performance or any other evaluation criteria deemed appropriate for particular task orders. The Government may request further information from the contractors or request a one-on-one meeting for proposal negotiations. Depending on the size, type, and complexity of particular task order, the Government may then request a final proposal revision from each contractor. Request for final proposal revision will be sent by the Contracting Officer via e-mail and/or by official letter.

C.3.1.2.3.1 In accordance with paragraph C.2.3, the contractor shall submit final proposal revision within the time frame specified by the request for final revision.

C.3.1.2.3.2 The Contracting Officer and/or the Project Manager will review each final revision proposal for completeness as described in paragraph C.2.4.

C.3.1.2.3.3 The Contracting Officer, in making the decisions on the award of the BVTO, will consider evaluation factors specified in each RFP. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered.

C.3.1.2.4 Task Order Award: Award may be made without discussions to the offeror who submits an acceptable proposal that is the most advantageous to the Government. The awarded task order will be firm-fixed priced with a specific completion date.

C.3.2 Non-Competitive Task Order: These types of orders shall be issued on either a sole source or a limited basis.

C.3.2.1 A task may be "directed" to a specific vendor(s) if it is justified in writing to the Contracting Officer by the requiring activity. Vendors other than the "directed" vendor(s) will not be given an opportunity to compete for task orders when the Contracting Officer has determined the following:

C.3.2.1.1 The agency need is so urgent that providing fair opportunity to all awardees would result in unacceptable delays. Conditions involving imminent danger to life, limb, or infrastructure are examples of unacceptable delays that would warrant non-competitive orders.

C.3.2.1.2 Only one contractor is capable of providing the supplies or services at the level of quality required because the supplies or services are unique or highly specialized.

C.3.2.1.3 The delivery or task order is a logical follow-on to a previously issued order, provided all awardees were provided a fair opportunity to be considered for the original order.

C.3.2.1.4 An order is placed with a contractor to satisfy a minimum guarantee. Each of the multiple awardees will receive sufficient tasks to satisfy their minimum guaranteed amount and to provide a baseline of performance data.

C.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK ON TASK ORDERS:

C.4.1 General: The contractor shall commence work within the time specified on the task order, request and hold a pre-construction meeting with the COR within (10) calendar days after the Contracting Officer has issued a signed task order and then complete the entire work not later than the completion date specified on the task order. The time stated for completion shall include final cleanup of the premises.

C.4.2 Work Completion Package: Reference section C.9 for more information.

C.4.3 Final Inspection: Reference section C.9 for more information.

C.4.4 Scheduling Work: Reference section C.9 for more information.

C.4.4.1 Contractor shall include sufficient time in his proposal for Government review and approval of all submittals. Government will review and approve each required submittal within (21) calendar days. The contractor shall submit all submittals for review and approval within (10) calendar days after the Contracting Officer issues an order, unless an exception is granted in writing by the Contracting Officer.

C.4.5 Status of Task Orders: The contractor shall provide a written summary report of the current status on all task orders that have been issued to the contractor in a contract period. Separate status reports will be prepared for the Base Year and each option period. If ten orders are issued during the Base Year then the Base Year report will include information on tasks orders one through ten including all information pertaining to change order modifications made to these same orders. The report shall be submitted to the Army Contracting Agency (ACA), APG Directorate of Contracting, Chief of Facilities Branch, with a carbon copy to the Contracting Officer/Contract Specialist on Monday of each week and shall include as a minimum, task order number, work request number, building location, task order description, task order amount, modification amount, total task order amount, Government project manager, COR, Contract Specialist, date issued, date completed, pre-construction date, scheduled start and finish dates, actual start and finish dates, percent complete, and remarks. Verbal status shall be provided to

the Government upon request.

C.4.6 Security/Worksite Appearance: The contractor shall provide adequate protection for all parts of the building wherever work under this contract is performed. Adequate protection will be determined by the security regulation that applies to the function of the facility at the time the work will be performed. Contractor shall maintain work site to be reasonably neat in appearance. This shall be done by daily cleanups of dust, construction debris, etc. at the end of the workday.

C.4.7 Office Space and Shop/Storage: The Government will NOT provide office space in any of the areas as listed in section C.1.3.1, of Aberdeen Proving Ground (APG) for this contract. Materials and Equipment can be stored at the job site if space is directly available at the job site. If space is not available, the contractor is responsible for finding alternate storage space off post. The contractor is responsible for all costs associated with locating and set-up of office, shop, and storage space for housing personnel, office supplies, material and equipment directly related to this contract. The contractor's OFF-POST facilities shall be within a 20-mile radius of APG.

C.4.8 Vehicles: The contractor shall furnish vehicle(s) of sufficient capacity and all associated support to include fuel and maintenance required to transport contractor personnel, tools, small equipment, and other items required to perform work under this contract. Contractor's vehicles shall be subject to all APG vehicle laws, regulations and requirements.

C.4.9 Utilities/Telephone Service: Unless otherwise specified, the Government will provide free of charge only those utilities that are immediately available from existing outlets and supplies and then only to the extent that the usage is confined to the job site. The contractor shall provide telephone service that may be necessary for the execution of this contract.

C.4.10 Utilities Outages: All utility service outages shall be at the convenience of the Government and unless otherwise specified in the task assignments, and will normally be scheduled during off-duty hours or weekends. All proposed utility outages require approval of the COR and requests for outages shall be submitted in writing and submitted electronically. Requests shall be submitted to the COR a minimum of (21) calendar days in advance. Work on high voltage primary lines shall be accomplished while lines are de-energized and grounds are in place. If due to extenuating circumstances, this is not practical, permission may be requested through the COR, in writing to allow work while energized or hot. If permission is granted to work on energized lines, the contractor shall be subject to all OSHA requirements for equipment and worker protection.

C.4.11 Environmental Protection: See attachment "B".

C.4.12 Dispose Of Waste Oil: Generators of waste oil must certify, in writing, that the waste oil contains no other materials, i.e.: waste solvents, PCB's, anti-freeze, etc., before it will be collected by Buildings, Grounds and Utilities Division of the Directorate of Public Works. Contaminated oils will be disposed of in accordance with Aberdeen Proving Ground Regulation (APGR) 200-60, Environmental Quality, Hazardous Waste Management.

C.4.13 Asbestos and Lead Paint Removal Work: As required by individual task orders, the contractor shall perform asbestos and/or lead paint removal and disposal operations in compliance with all latest federal, state, and local laws, regulations, standards, and codes, governing asbestos and lead paint removal and disposal.

C.4.13.1 Task Order Asbestos and Lead Abatement Plan of Action: The contractor shall submit a detailed task order plan for Asbestos and Lead Abatement when the scope of work calls for this type of work. The plan shall show the sequence of marking, removal, packing and transporting of these materials to the on post site referenced in paragraph C.4.13.4, the interface of trades, and the methods of removal to be used to ensure the safety of the workers and building occupants. The Government shall approve each plan, prior to the contractor's commencement of asbestos or lead related work. These task order plans shall be delivered to the COR within (30) calendar days of task order award.

C.4.13.2 Contractor Responsibility: The contractor shall assume full responsibility and liability for compliance with OSHA Title 29, part 1910, Section 20 and Title 29, Part 1910 Section 1025 pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor shall hold the other parties harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.

C.4.13.3 Replacement Materials: Materials which replace removed materials containing Asbestos and/or lead shall be asbestos and lead-free, and match the quality of the replaced material and/or shall be as directed by the Contracting Officer.

C.4.13.4 Execution: The contractor shall notify the Government Ninety-Six (96) hours prior to removal of Asbestos and/or lead contaminated construction debris. The contractor shall pack all debris in such a way that no debris may escape. Each package of debris shall be labeled with the following: D008, HAZARDOUS ASBESTOS or LEAD WASTE, building number, date of removal, hazardous waste tracking number. The contractor shall arrange to transport the hazardous waste debris to the Temporary Satellite Site (TSS) in the Aberdeen Area or directly to the Treatment Storage and Disposal Facility (TSDF) in Edgewood. The contractor shall coordinate with the Directorate of Public Works (DPW) to obtain a container bar-code inventory number prior to transporting to the TSS or TSDF. Without a bar-code inventory number the material will not be accepted. For hazardous waste debris, the contractor shall use an EPA label 1009. The TSS site manager and Government generator will be identified during the pre-construction conference and turn-in procedures discussed prior to the start of work. Contractor compliance of APGR 200-60 is mandatory.

C.4.13.5 Building Protection: The contractor shall protect the building from damage caused by removal and transporting of material by providing temporary partitions tightly sealed to allow continued building occupancy.

C.4.13.6 The contractor shall establish and maintain emergency exits from and through the areas outside the abatement work area, as required by applicable building codes.

C.4.13.7 Re-Establishment of Objects and Systems: The contractor shall repair all damage to existing floors, walls, ceilings, and other surfaces and equipment caused by work or the installation of barricades, enclosures, separations, etc. The contractor shall replace designated asbestos and/or lead containing materials with asbestos and/or lead-free materials as directed, re-establish mechanical and electrical systems to proper working order and install new filters and dispose of used filters as contaminated waste.

C.5 MATERIALS:

C.5.1 Materials: The contractor shall furnish materials required for the performance of the contract. All materials shall be new and in compliance with construction industry standards including the National Electric Code, National Fire Code and Building Owner's Official and Code Administrator's (BOCA) Standards and the Government's specifications, Energy Efficient and preferred Paints according to APG paint policy (if provided or referenced) in the Statement of Work furnished with a task order RFP. Security for materials used in the performance of the contract is the sole responsibility of the contractor.

C.5.1.1 Non-Use of Asbestos: No asbestos shall be furnished nor installed under this contract. Appliances, equipment, components, compounds, and other items which utilize gaskets, seals, insulation, filler reinforcement, whether factory fabricated or field fabricated shall be accompanied by formal literature or specific statement from the manufacturer/supplier that no asbestos has been incorporated into this product.

C.5.2 Shop Drawings, Coordination Drawings, and Schedules:

C.5.2.1 The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications/scope of work or requested by the Contracting Officer as follows:

C.5.2.1.1 Shop drawings shall include fabrication, erection and setting drawings, schedule drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data to explain in detail specific portions of the work required in the contract.

C.5.2.1.2 Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to the Contractor who shall then furnish the number of additional prints as the Contractor may desire or need for his use or use by subcontractors.

C.5.2.1.3 Before submitting shop drawings, the Contractor shall coordinate them (by means of coordination drawings and schedules wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

C.5.2.1.4 Each shop drawing or coordination drawing shall have a blank area 5 by 5 inches, located adjacent to the title block. The title block shall display the following:

- Number and title of drawing
- Date of drawing or revision
- Name of project building or facility
- Name of Contractor and (if appropriate) name of subcontractor submitting drawing
- Clear identity of contents and location of work
- Project title and contract number

C.5.2.1.5 Unless otherwise provided in this contract or task order scope of work, or otherwise directed by the Contracting Officer, shop drawings, coordination drawings and schedules shall be submitted to the COR, with a transmittal letter in triplicate, sufficiently in advance of construction requirements to permit no less than (21) calendar days for the Government to check and take appropriate action.

C.5.2.1.6 If drawings or schedules show variation from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Contracting Officer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variation he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings or schedules may have been approved.

C.5.3 Samples:

C.5.3.1 After the award of the contract, the Contractor shall furnish for approval by the Government samples required by the specifications or by the Contracting Officer. Samples shall be delivered to the COR as specified by task order scopes of work. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Contracting Officer.

C.5.3.2 Each sample shall have a label indicating:

- Name of the building or facility, project title and contract number
- Name of Contractor and, if appropriate, name of subcontractor

Identification of material or equipment with specification requirement
 Place of origin
 Name of producer and brand (if any)

C.5.3.3 The Contractor shall mail under separate cover a letter in triplicate submitting each shipment of samples and containing the information required in C.5.3.2 above. He shall enclose a copy of this letter with the shipment and send a copy to the COR on the project.

C.5.3.4 Samples of various materials or equipment delivered on the site or in place may be taken by the Government representative for testing as may be required in the contract. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found to have not met contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

C.5.3.5 Unless otherwise specified, when tests are required only one test of each sample proposed for use will be made at the expense of the Government. Samples, which do not meet specification requirement, will be rejected. The Government at the expense of the Contractor will make testing of additional samples.

C.5.4 Equipment: The contractor shall provide all equipment needed to perform tasks. All equipment shall be in compliance with OSHA regulations. Additional time will not be allowed due to faulty equipment. Security for equipment used in the performance of the contract is the sole responsibility of the contractor.

C.6 CONTRACTOR STAFF:

C.6.1 The contractor shall be required to maintain an off-site staff to respond to the requirements set forth in this contract. No on-site location will be provided. The Contractor shall establish his staff at an off-site location in close proximity (within 20-mile radius) to the Directorate of Installation Operations.

C.6.2 The Contractor shall, at a minimum, maintain an administrative and engineering technical staff of persons specialized in architectural, civil, structural, mechanical, electrical, drafting, CADD, surveying and other related services/disciplines in addition to quality control and general project supervision. Technical staff shall have a minimum of five (5) years experience in their related field and the services of professionally registered engineers as may be required by the State of Maryland. The Contractor shall provide a copy of proposed personnel with his or her proposal. The Government reserves the right to disapprove any personnel without sufficient documented experience in their related field.

C.6.3 The contractor shall furnish fully qualified managerial, administrative, and technical personnel to accomplish all work required under the contract. The contractor agrees to assign key personnel and subcontractors whose resumes were submitted with his or her proposal who are necessary to fulfill the requirements of the RFP. No substitutions shall be made except in accordance with this paragraph. All proposed substitutions shall be submitted in writing (14) calendar days in advance of the proposed substitutions to the Contracting Officer. All requests for substitutions shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting officer as needed by him or her to approve or disapprove the proposed substitution. All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person or subcontractor to be replaced. The contracting officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof. The contractor further agrees to include the substance of this clause in any subcontract which he awards under this contract. Should the contractor fail to provide a suitable substitute as determined by the contracting officer, this contract may be terminated for default. Prior to contract performance, the contractor shall submit a list of all key employees to the COR and the Contracting Officer.

C.6.4 The Contractor shall submit an organizational chart with the contractor's proposed Quality Control Plan. The organizational chart shall specify the name, specialty and phone number of each person proposed to perform under this contract. No task orders shall be issued prior to receipt of the Contractor's organizational chart.

C.6.5 The contractor shall provide a letter of authorization within (10) calendar days of contract award to the Contracting Officer which designates individuals that are authorized by your firm to hold discussions, negotiate and sign binding agreements with the Government during the entire length of the contract. This letter shall be updated as employee status changes.

C.7 GENERAL CONDITIONS:

C.7.1 Access to Job-Sites in Security Areas: For job-sites at Aberdeen Proving Ground in security areas, contractors/contractor employees entering these areas shall, at a minimum, have a photographic security badge or be escorted by a person having such badge. A non-Government person with a security badge may escort up to four persons (**except foreign nationals**) without a photographic security badge, provided all remain together and within sight of the escort. The contractor shall submit applications for his employees after award of contract. Forms may be obtained from the Administrative Office in Building 4304. Badge applications require approximately six (6) weeks for processing after receipt of applications. Certain areas are more restrictive than outlined above. All personnel and equipment entering these areas shall be subject to applicable local and federal regulations.

C.7.1.1 Contractors/Contractor employees who will require unescorted access to a security area of Aberdeen Proving Ground (APG), Maryland, as defined by APG Regulation 190-4, Movement Control Within The Installation, while performing contractual work and/or to dispose of waste material at the disposal/salvage area(s), shall be required to present and display Government-issued security area identification badges in order to

gain and exercise unescorted entry into the security area(s).

C.7.1.2 The contractor shall submit to the COR, for each employee requiring said access, a completed:

- (1) EAP Form 1199, Application for Identification Card, for a security badge. The contractor shall verify U.S. citizenship, and status annotated in the "Remarks" section.
- (2) FD Form 258, Applicant Fingerprint Card, unless proof of possession of a Personal Security Clearance or completion of a favorable National Agency Check (NAC) is given.

C.7.1.3 Contractor shall advise employees that this information will be used to review criminal history records. Adverse information may result in an individual being denied security area access.

C.7.1.4 Contractor personnel authorized access to a security area will be issued photographic or non-photographic security area badges as required. Upon termination of the contract or the individual's employment, whichever is first, the contractor shall collect badges and effect turn-in to the issuing officer.

C.7.1.5 Foreign Nationals/Immigrant Aliens may only work on APG when escorted by personnel having a current APG ID and they are pre-approved by the Base security office. Base security will not issue permanent contractor identification badge to foreign Nationals/Immigrant Aliens. Foreign Nationals may not work in the high security areas of APG.

C.7.1.6 Caution: Contractor shall be responsible for delays in the progress/completion of this contract due to contractor employee's disqualification for security badges. Such delays will not be deemed excusable under the Default Clause and further may be subject to the Liquidated Damages provision of this contract, if applicable.

C.7.1.7 Contractor Identification (ID) Badges: Contractors/Contractor employees and subcontractors who will require unescorted access onto Aberdeen Proving Ground (APG), Maryland while performing contractual work, shall be required to present and display Government-issued Contractor Identification Badge in order to gain and exercise unescorted entry onto Aberdeen Proving Grounds. NOTE: This identification badge is required in addition to the photographic security badge. The photographic security badge cannot be used to gain entry onto Aberdeen Proving Ground.

C.7.1.8 The prime contractor shall identify in writing one individual who will be the point of contact (POC) for the coordination of security and contractor identification badges of his employees, sub-contractors or any one else needed to perform contractual work under this contract. Prior to any individual requesting security or contractor identification badges, the contractor's POC shall notify the Security Office, Building 4304 at (410) 306-1150 and the Construction Branch, Building 4304 at (410) 306-1161 by email the following information:

a. Prime Contractor Employee: Prime Contractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Prime Contractor's Email Address - Individuals Full Name.

b. Subcontractor Employees: Subcontractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Subcontractor's Email Address - Individuals Full Name.

C.7.1.9 The prime contractor shall ensure that all Government issued badges that were requested and issued are returned to the security office in Building 4304 at the completion of the contract. Failure to return any Government issued badges shall be reflected negatively in future past performance evaluations.

C.7.1.9.1 The prime contractor shall insure that individuals issued Photographic Security Badges and Contractor Identification Badges properly safeguard them. When an individual does not have his or her badge in their possession, the badge shall be secured, shall not be left unattended in vehicles, or left in the possession of a third party or displayed outside of the areas which they are to be used.

C.7.1.9.2 In case of a lost or misplaced badge the prime contractor shall notify the Security Office, Building 4304 at (410) 306 1150 and the Construction Branch, Building 4304 at (410) 306-1161 as soon as possible. The prime contractor is required to conduct visual inventories of assigned badges on a monthly basis to insure that the badges are accounted for and have not been lost or stolen.

C.7.2 As-Built Data:

C.7.2.1 Exterior Work – New Buildings, Utilities, Roads, etc. and any change to geospatial features.

C.7.2.1.1 Contractor shall provide as-built data when required in a task order. As-built data shall be compiled from field surveys performed by a Registered Professional Land Surveyor. This work shall be tied into the installation monument system on Universal Transverse Mercator (UTM) projection and WGS84 datum for horizontal locations. Vertical elevations will be on NAD 88 datum based on Aberdeen Proving Ground monuments. The as-built survey shall be shown on standard Director of Installation Operations (DIO) drawing sheets and signed by a Registered Professional Land Surveyor. Delivery of this data shall consist of one set of hard copy drawings and digital files consisting of Micro Station SE/V7 (.DGN) format. These files are to be delivered on 3-1/2 inch floppy discs or CD's.

C.7.2.1.2 Information contained on the as-builts shall consist of but not be limited to:

Building footprints
 Paving (roads, parking lots, hardstands, pads, walks, etc.)
 Fencing
 Utilities (water, sewer, storm drainage, steam, electric, telephone, fiber optics, gas or fuel, etc., and associated appurtenances)
 Structures (bridges, testing facilities, etc.)
 Prominent physical features.
 Vegetation clearing
 Limits of disturbed areas
 Utility elevations (inverts)
 New trees larger than 2" caliper
 Permanent erosion and sediment control devices
 Permanent storm water management devices

C.7.2.1.3 The limits of the as-built plans shall be from the point in which new work ties into existing features and infrastructure to and including the building or structure footprint. The contractor shall locate and show on the As-Built a minimum of six existing features in the vicinity of the construction. Examples of these features could be existing building corners, utility poles, manholes or utility appurtenances.

C.7.2.1.4 The information that is depicted on the as-built drawings shall have UTM coordinate values associated with the features respective location. UTM value is required at the following points:

Corners of buildings
 Point of tangent, point of curve, point of compound curve, point of reverse curve, on Linear features. Coordinate values and elevations shall be spaced no longer than 50' apart along Linear features.
 Poles, transformer, manholes, valves, tees, hydrants, and any Other appurtenances associated with utilities.

C.7.2.2 Interior Work:

C.7.2.2.1 The contractor shall be furnished by the Government one set of full size prints of the building drawings along with a digital file in Micro station (DGN) format or CIT (raster format) if such drawings exist within the Government records. These files are to be used to aid the contractor in producing as-builts. If this data does not exist, it does not release the contractor from generating as-builts. The contractor shall furnish the Government the As-Built in Micro Station SE/V7 (DGN) format. Task Order RFPs will indicate if drawings and digital files are or are not available. Drawings shall include the areas where work has been performed. Indicating the existing conditions after the new work has been performed which includes removal of existing items and installation of new items. Drawings shall indicate the tie-in locations (connecting new items to existing).

C.7.2.2.2 The contractor shall maintain on site a copy of as-built drawings to include records showing any modifications or changes performed.

C.7.2.2.3 The changes noted on the hard copy shall be incorporated into the digital data. Both the hard copies and digital files shall be turned over to the COR when the completion package is submitted after acceptance by the Government of the work at the physical job location.

C.7.3 Excavation Clearances: Contractor shall obtain an Excavation Permit (EP) from the Construction Branch of DIO before starting any excavation work. The contractor shall initiate the permit process by filling out the "EXCAVATOR SECTION" of the EP, and submitting through the COR. Processing will normally require (10) working days. The contractor shall also obtain digging clearance through "MISS UTILITY" to check for the existence of private commercial utilities prior to any excavation.

C.7.3.1 All damage to identified utilities shall be the fiscal responsibility of the contractor, to include any peripheral loss imposed on the organizations/tenants of Aberdeen Proving Ground (e.g. damage to facilities, equipment, and loss of productivity due to loss of any utility). The COR or the Directorate of Safety, Health, and Environment (DSHE) have the authority to stop any excavation that is either unsafe or unauthorized.

C.7.3.2 Should the contractor encounter unidentified utility lines, all excavation work shall stop, and COR shall be notified immediately. Excavation work shall not be permitted until the utilities are properly identified, and the COR indicates to the contractor that he may continue the excavation.

C.7.3.3 Permits issued by APG shall be good for (30) calendar days from date of issuance. Contractor shall perform the work immediately after the utilities are "marked" and maintain the "markings" during construction to avoid the need to locate utilities a second time. Cost of re-marking the utilities and/or issuing a new permit for the same work shall be borne by the contractor at the cost of \$250.00 for time requested except in those instances when there is a Government caused delay that would prevent construction in the area that has been marked.

C.7.3.4 Utility Pole Permit: The contractor shall obtain a "Utility Pole Permit" (UPP) from the COR, DIO Control Office before starting any construction of electrical and telecommunications work, which may involve attaching lines, wires, cables, conduit, or other equipment to utility poles on Aberdeen Proving Ground. All utility pole attachments shall comply with APG regulations and the latest version of the National Electrical Safety Code (NESC) ANSI C2.

C.7.3.4.1 The contractor initiates the permit process by completing a utility pole permit form, and submitting it to the DIO Control Office. The permit process will normally require approximately (21) working days. This does not include or give permission for an electrical outage. Upon completion of utility pole work, the contractor shall ensure that all work has been completed in accordance with the approved utility pole permit and Aberdeen Proving Ground regulations. Permits issued by APG shall be good for (60) calendar days from date of issuance.

C.7.3.4.2 All damage to identify overhead utilities or utility poles shall be the fiscal responsibility of the contractor, to include any peripheral loss imposed on the organization/tenants of Aberdeen Proving Ground (e.g. damage to facilities, equipment, and loss of productivity due to loss of any utility). The COR or the Directorate of Safety, Health, and Environment (DSHE) have the authority to stop any utility pole work that is either unsafe or unauthorized.

C.7.4 Fire Prevention and Protection: The contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the APG Fire Prevention and Protection Division (FPPD) for the contractors use. The use of open flame devices, such as blow torches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment requires that a burning permit be obtained from the APG FPPD and DSHE. The contractor shall be liable for any fire damage to Government property attributable to negligence on the part of the contractor. Contractor may call the FPPD at (410) 306-0501 for on-site inspection, or report to Building 2200, Aberdeen Boulevard to receive specific fire instructions. In the Edgewood Area contractors shall call (410) 436-4451 or 4452, or visit Building E-5180.

C.7.5 Fuel Burning Equipment:

C.7.5.1 Any fuel burning equipment under this contract will be supplied with Reasonably Available Control Technology (RACT), which reduces emission of Nitrogen Oxides. Manufacturers offer low NOx burners as optional items on their equipment. These low NOx burners shall be selected and their price included in the contractor’s bid.

C.7.5.2 As an alternative to RACT compliant burners the contractor may choose to meet an emission limit as follows:

NOx Emission Limits (24 Hour Average)

Fuel	Tangential-Fired (Lbs/MBtu)	Wall-Fired (Lbs/MBtu)	Cyclone (Lbs/MBtu)
Gas Only	0.02	0.2	Not Appl
Gas & Oil	0.25	0.25	0.43

C.7.6 Lyme Disease Warning: The contractor is responsible for ensuring that his or her personnel take all reasonable precautions to avoid contracting Lyme Disease, to include: using repellents, wearing personal protective clothing and avoiding the wear of abbreviated clothing such as shorts, cutoffs, short sleeve shirts, tee shirts and sandals in areas where tick borne diseases are endemic. Particular attention must be given to Lyme disease prevention when working in grassy and wooded areas on Aberdeen Proving Ground.

C.7.7 Maryland Department of Environment (MDE) Permits: Contractor shall supply to the COR all information required to obtain all necessary permits for construction and operation under Maryland law.

C.7.7.1 MDE Sediment and Erosion Control, Storm water and Nation Pollution Discharge Elimination System (NPDES) Permits: Contractor may be responsible for developing, preparing and completing all drawings, documents and permits applications required under the following guidelines: MDE 1994 Standard and Practices for Soil Erosion and Sediment Control, Maryland Storm Water Management Guidelines for State and Federal Projects Dated July 2001, 2000 Maryland Storm Water Design Manual, Volumes I and II, COMAR 26.17.02 and the Annotated Code of Maryland Title, 4, as described in the individual Task Order Scope of Work. The Contractor shall be responsible for any corrections or changes based on review by APG/DIO and MDE to obtain an approved plan by MDE at contractor’s expense. All plans shall be certified and sealed with a stamp by a Professional Engineer, Professional Land Surveyor, and/or Registered Land Architect bearing state seal, license number and signature. Drawing will be prepared and delivered in Micro Station (.DGN) Digital Format plus 3 hard copies.

C.7.7.2 The permit application shall be prepared by the contractor and submitted to COR for review and the COR will forward the submittal to MDE. Contractor shall be notified of the MDE approval by COR. Contractor shall be responsible for ensuring that personnel working for the contractor have earned the “Responsible Person Certification” from the MDE.

C.7.7.3 It is the contractor’s responsibility to provide equipment or systems suitable for construction and operation under MDE requirements.

C.7.7.4 All required permits from the State Historic Preservation Office (SHPO) shall be submitted through the COR.

C.7.7.5 The contractor shall comply with all provisions of the permit(s). Non-compliance shall result in the issuance of a written suspension of work notice signed by the Contracting Officer. Work shall not be allowed to resume until corrective actions have been taken.

C.7.7.6 For further information, see attachment "B," the applicable portions of paragraphs 6.0 and 16.0 entitled "POLLUTION PREVENTION" and "ENVIRONMENTAL PERMITS" respectively.

C.7.8 Range Briefings: If the work site is designated as one in a range area or in close proximity to a range area, the contractor will be briefed and provided with written instructions on range procedures prior to start of work (see APGR 385-1). This information will include safety requirements such as range clearance/control procedures, emergency procedures, and communication procedures. The contractor shall disseminate these procedures to all contract and sub-contract personnel. Work shall be scheduled and coordinated with the applicable organization.

C.7.9 Refrigerant Management: In line with federal environmental laws and regulations regarding the handling of chlorofluorocarbon and hydro chlorofluorocarbon refrigerants, the following shall apply:

C.7.9.1 The contractor shall not intentionally vent any refrigerants to the atmosphere.

C.7.9.2 When performing work requiring the opening of existing air conditioning or refrigeration system, the refrigerants shall be covered using EPA-approved recovery or recovery/recycle equipment and storage vessels.

C.7.9.3 On systems to be reused after completion of work, the contractor shall use new or reclaimed refrigerant. All current systems using CFC refrigerants shall, unless otherwise specified, be considered for modification to allow use of an alternative HCFC.

C.7.9.4 New or replacement air conditioning/refrigeration equipment shall be installed with specified HCFC refrigerants. No refrigerant shall be used having an Ozone Depletion Potential (ODP) equal to or greater than 0.05 (based on R-11, R-12, etc.)

C.7.9.5 See also attachment "B," Paragraphs 6.0 "POLLUTION PREVENTION" and Paragraphs 10.5 "SPECIFIC DISPOSAL METHODS".

C.7.10 Safety:

C.7.10.1 The contractor shall perform all operations in accordance with OSHA. In those instances where Army regulations are more stringent, the Army regulations shall apply. Applicable Army Safety Regulations include, but are not limited to: AR 385-10, The Army Safety Program; AMCR 385-100, Safety Manual; APGR 385-4, The APG Safety and Health Requirements Manual. Regulations are maintained in the Installation Safety Division (ISD) library, Building 4304 (Aberdeen Area) and Building E-4430 (Edgewood Area) and are available for review upon request.

C.7.10.2 Contractor shall appoint a safety representative/competent person in writing to the Contracting Officer to ensure compliance with safety regulations and to act as liaison between the contractor and ISD and the COR. ISD personnel shall be available for regulatory compliance advice on any particular safety problem that may arise during normal course of operation.

C.7.10.3 Before work under the contract is started, within the 30 calendar day start-up period, the contractor's safety representative shall report to the ISD, DSHE for familiarization with safety requirements. The safety representative shall maintain an accurate record of and shall report to the Installation Safety Division exposure data and accidents resulting in death, traumatic injury, occupational disease and/or damage to property, materials, supplies and equipment while performing any work under the contract.

C.7.10.4 The Contracting Officer shall notify the contractor of any non-compliance with the foregoing provision and action to be taken. The contractor shall, after receipt of such notices, immediately correct the conditions. Such notice, when delivered to the contractor or his representative at the site of work shall be deemed to be sufficient for this purpose. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Time lost due to non-compliance of the above referenced safety requirements shall not be the subject of a claim for excess costs or damages by the contractor.

C.7.10.5 No confined space work shall be performed without appropriate monitoring and approval of an entry permit under provision of 29 CFR 1910.146 and APG Regulation 385-4.

C.7.11 Submittal Register and Progress Schedules: Contractor shall prepare a register of all items required to be submitted under the contract and/or individual task orders. Additionally, the contractor shall prepare a progress schedule in accordance with Contract Clause entitled "Schedule for Construction Contracts" (FAR 52.236-15). The progress schedule shall show the principal categories of work corresponding with those used in the breakdown on which progress payments are based; the order in which the Contractor proposes to carry on the work, the date on which he will start each of the categories of work, and the contemplated dates for completing the same. The chart shall be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. The submittal registers and progress schedules shall be delivered to the Contracting Officer within (10) calendar days of contract or task order award. Copies of submittal registers and progress schedules shall also be provided to the COR at the contract or task order pre-construction meetings. (Also see C.2.5.)

C.7.12 Unabsorbed Overhead Delay Damages: Compensation for unabsorbed overhead in a delay during which the contractor is forced to stand by, whether calculated by the Eichleay Formula or any other method, is not automatic. During any such delay, it is the duty of the contractor to seek out new contracts or additional work opportunities to mitigate delay damages. To substantiate entitlement to unabsorbed overhead damages, the contractor must first demonstrate the nature of the delay made it impractical to mitigate delay damages by undertaking new work. In submitting any claim for delay damages for unabsorbed overhead, regardless of length of delay, the contractor must list all work performed during the delay period. This list shall include date of each contract or agreement, the period of performance and any other

information required by the Contracting Officer. In submitting any claim for delay damages for unabsorbed overhead, the contractor must prove all opportunities, prime or sub-contract, bonded or un-bonded, it could have undertaken but for the delay. The parties to this contract agree that if no additional work opportunities arise during any delay period in excess of (14) calendar days, under absorption of overhead would be caused by lack of opportunity and not the delay under this contract. In the absence of opportunity to take additional work, the contractor will be entitled to no additional unabsorbed overhead costs under this contract. In the event new work opportunities do arise during a compensable delay, the contractor will provide notice to the Contracting Officer of such new contracts or other additional work opportunities as they become available during the delay period. The Government will be liable for no unabsorbed overhead costs that arise during the delay period in the absence of an opportunity to adjust the performance schedule to enable avoidance of such costs.

C.7.13 Worksite Appearance and Security: Contractor shall maintain the work site in a reasonably neat appearance. This shall be done by daily cleanups of dust, construction debris, etc., at the end of the work shift. Contractor tools and materials shall be secured by lock and key by the contractor. Contractor shall ensure that, at the end of the work shift, the building exterior doors/windows are secure to prevent access to the building interior. This requirement applies to all job sites, including those within restricted areas of APG.

C.7.14 Transportation: All matters pertaining to the movement of railroad cars shall be pre-arranged directly with the office of the Aberdeen Proving Ground Transportation Officer. Materials and equipment may be shipped by rails, in carload lots, for Conrail Railroad to deliver at Aberdeen Proving Ground, Maryland. Acceptance of rail deliveries shall be at the convenience of the Government. Switching charges will be assessed by the Government at the then current rates for each switch from the Conrail Railroad Interchange, Aberdeen, Maryland, to area of loading or unloading on the installation and return of railroad car to the Conrail Railroad Aberdeen Interchange. Contractors will make individual arrangements relative to demurrage charges with the Conrail Railroad, Aberdeen, Maryland.

C.7.14.1 All work on Aberdeen Proving Ground that either impacts or has the potential to impact the traffic flow or roadway safety shall require traffic control in accordance with Sections GP-7.06 through Section GP-7.10 of the latest Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials and with the Manual on Uniform Traffic Control Devices.”

C.8 APPLICABLE PUBLICATIONS:

C.8.1 Industry Standards:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
A.G.A.	American Gas Association
AI	Asphalt Institute
A.I.A.	The American Institute of Architects
AISC	American Institute of Steel Construction, Inc.
AISC	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers

ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ADA	The Americans with Disabilities Act
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing Materials
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association, Inc.
CGA	Compressed Gas Association
EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IES	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
ISA	Instrument Society of America
MSS	Manufacturers Standardization Society of the Valve and Fittings
NACE	National Association of Corrosion Engineers
NEBB	National Environmental Balancing Bureau
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
PPI	Plastics Pipe Institute
SAE	Society of Automotive Engineers, Inc.
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
UL	Underwriters Laboratories, Inc

UFC	The Unified Facilities Criteria
AWWA	American Waterworks Association
BOCA	Building Officials Conference of America Code Maryland State Highways Specifications and Standards Code of Maryland Regulation 26.10.01, Oil Pollution and Tank Management Uniform Building Code

C.8.2 Government Regulations:

FM 19-30	Physical Security Field Manual
AR 380-5	Information Security Program DOD 5100.76M Physical Security of Sensitive and Conventional Arms and Ammunition, and AR 190-11 Explosives
AR 190-51	Sec of Army Property at Units Engineering Instructions, U.S Army Corps of Engineers Design Criteria
AMC 385-100	Safety Manual
AR 190-13	Army Physical Security Program
APGR 190-5	Traffic Control
APGR 190-4	Movement Control
APGR 190-8	Key and Lock Control
APGR 190-7	Crime Prevention
APGR 385-7	Excavation Permit Program
APGR 420-1	Fire Prevention and Protection
AM-1008B	Fire Protection for Facilities, Engineering, Design, and Construction
APGR 385-4	APG Safety Program
OSHA 29 CFR	Industry Safety Standard 1910 & 1926 S & H Regulation for Construction OCC S & H Standard
AR 385-10	Army Safety Program
DRAFT AR 385-64	US Army Explosive Safety Program DRAFT
DA Pamphlet 385-64	Ammunition and Explosives Safety Standards
MOSHA	State of Maryland OH&S Standards

C.8.2.1 Environmental Laws and Regulations:

TI-800-1	U.S. Corps of Engineers Technical Instruction Design Criteria
385-1-1	Army Corps of Engineers Safety Standards
ER1385-1	Corps of Engineers Construction Standards Guide
NEPA	National Environmental Policy Act
RCRA	Resource Conservation and Recovery Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
SARA	Superfund Amendments and Re-authorization Act
TSCA	Toxic Substances Control Act
Clean Air Act	
Clean Water Act	
FIFRA	Federal Insecticide, Fungicide, Rodenticide Act and Endangered Species Act
CFR	Code of Federal Regulation; Titles 10, 29, 40
COMAR	Code of Maryland Regulations, Titles 8, 10, 26
AR 200-1	Environmental Protection and Enhancement
AR 200-2	Environmental Effects of Army Action.
AR 405-90	Disposal of Real Estate
AR 420-47	Solid and Hazardous Waste Management
APGR 200-1	Environmental Quality Control at APG
APGR 200-3	Protection of Water Resources at APG
APGR 200-50	Solid Waste Management
APGR 200-60	Hazardous Waste Management
EPCRA	Emergency Planning & Community Right-to-Know Act
PPA	Pollution Prevention Act

ESA	Endangered Species Act
OPA	Oil Pollution Act
SDWA	Safe Drinking Water Act

C.9 CONTRACTOR QUALITY CONTROL (CQC):

C.9.1 General: The contractor shall provide and maintain an effective Contractor Quality Control (CQC) program that complies with the Contract Clause entitled "Inspection of Construction." The Contractor's Quality Control Program through inspection, testing, equipment/system operation, and reporting shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract documents. Inspection and test reports shall make reference to specific drawing and/or specification requirements and shall state the comparative inspection. Test procedures are expected along with actual documentation of results. The burden of proof of the contract compliance is placed on the contractor and not assumed by the Government. The Contractor's Quality control will not be accepted without question.

C.9.2 CQC Plan Review Conferences: After the contract is awarded and within the (30) calendar day start-up period, and before construction operations are started, the contractor shall meet with the contract COR and shall provide the Government a copy of the contractor's quality control (QC) plan. The meeting shall develop a mutual understanding relative to the details of the CQC program. The CQC Plan shall identify personnel, procedures, instructions, company policies, records, testing procedures/methods, documentation, submittals, forms to be used for recording the quality control operations, control activities, control of noncompliance, training, interrelationship of contractor and Government inspections for hold point, preparatory, initial, follow up (daily inspections), check sheets for definable features of work, final inspections, completion packages, as-built control packages, as-built drawings, warranties, forms, reports to be used. Any changes to the plan discussed during the meeting shall be incorporated by the contractor in a revised QC plan and submitted to the contract COR for review and approval within (7) calendar days. All resubmissions of the CQC plan shall clearly identify each change. The final approved QC plan will become part of the contract.

a. The CQC Plan shall include a description of the quality control organization, including charts showing lines of authority and acknowledgements that the CQC staff shall conduct daily inspections for all aspects of work specified and shall report to the CQC Manager. Personnel involved in quality functions shall not assume dual functions as foreman, superintendents, project managers, etc. The quality control manager shall be autonomous from the on-site project manager.

b. The CQC Plan shall include a copy of a letter to the CQC Manager signed by an authorized official of the firm, which describes the authorities and responsibilities of the CQC Manger and the CQC system. The letter will specifically address the CQC Manger's responsibility and authority for what corrective action is to be taken when deficiencies are identified.

c. The CQC Plan shall list the name, qualifications, duties, responsibilities, and authority of each person assigned a CQC function.

d. The CQC Plan shall provide details concerning the procedures for scheduling and managing submittals, including those from subcontractors, off-site fabricators, suppliers and purchasing agents.

e. The CQC Plan shall also describe control procedures for each specific test or testing laboratory that the contractor plans to use under the contract.

C.9.3 Submittals

C.9.3.1 The Government may require the contractor to provide submittals for certain items before prosecution of work. A list of submittals required for a specific task order will be provided with the request for proposal from the Government. This list does not relieve the contractor from providing additional submittals at the request of the Contracting Officer or designated representative at any time. Work may not proceed until the Contractor has all submittals for review and concurrence.

C.9.3.2 The Government shall review and return submittals within twenty-one (21) calendar days.

C.9.3.2.1 The Contractor is responsible for ensuring that the items submitted meet the scope of work and specifications and will certify submittal as such. If the Contractor submits an item that does not meet the scope or the specifications, he shall submit a letter requesting approval of the submittal, identify why the selected material does not meet the scope or the specifications, and offer any credit due the Government. Any submittal not annotated in this fashion will be assumed to be submitted as meeting the requirements of scope and specifications.

C.9.3.2.2 Government concurrence/approval on a submittal not annotated as required by paragraph C.9.3.2.1 does not relieve the contractor of his responsibility of meeting the scope and specifications. The Government may subsequently require the contractor to replace any material not found to conform to scope requirements or meet the specification, unless submitted and approved in the manner described in paragraph C.9.3.2.1.

C.9.3.2.3 The Contractor shall not, at any time, intentionally submit a non-stock item, unless it is a specialty item which is not readily available. Should the Contractor be in the situation to require a non-stock item for construction, it shall be so indicated on the submittal for review by the Contracting Officer or his designated representative. Failure to inform the Government that a submittal item requires an extended lead time will not warrant a time extension to complete the project.

C.9.3.2.4 Two (2) samples for interior and exterior finishes (i.e. paint, vinyl floor, vinyl base, ceiling tile, paneling, siding, etc.) shall be submitted when required. Once approved, one sample shall be returned to the Contractor and one sample becomes the property of the Government.

C.9.4 Contractor Quality Control (CQC) Organization:

C.9.4.1 CQC Manager: The contractor shall identify an individual within his organization at the site of work who shall be responsible for the overall management of CQC and have the authority to act in all CQC matters for the contractor. The quality control manager shall, as a minimum, have 4 years experience at the journeyman level or a (2) year technical degree and (5) years experience in work that is directly related to the construction industry. The CQC Manager or any designated alternates shall be approved by the Contracting Officer.

C.9.4.2 Quality Control Personnel: A staff shall be maintained under the direction of the CQC Manager. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and rates of placement. Staffing shall be sufficient to allow daily inspections of each assigned project and to complete reports. The personnel of this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities and shall be directly hired by and work for the prime contractor through the CQC Manager. The CQC Manager or his alternate representative shall assign CQC personnel prior to the pre-construction meeting on each task order. CQC personnel assigned to individual task orders are responsible for daily inspections, notifications and completing and signing daily quality control reports. The Government reserves the right to have the contractor replace any CQC personnel that are not performing satisfactory.

- a. All personnel engaged in the Quality Control of electrical (not including CQC Manager – see paragraph C.6.2 for CQC Manager qualifications) work shall have 2 years experience at the journeyman level and 2 years experience in a quality control function related to electrical work.
- b. All other personnel (not including CQC Manager – see paragraph C.6.2 for CQC Manager qualifications) engaged in the quality control shall have 1 year of experience at the journeyman level and 2 years experience in a quality control function.

C.9.5. Control System:

C.9.5.1 Scheduling Work: Within (10) calendar days after the Contracting Officer has issued a signed task order, the contractor shall request (by email) the COR to establish a pre-construction meeting date. The COR within (7) working days shall establish a date, time and place for the pre-construction meeting to be conducted. The contractor shall identify to the COR in writing on each task order prior to the pre-construction meeting the quality control personnel assigned to the task. Any change of CQC personnel on the individual task order shall be in writing to the Contracting Officer. Before proceeding with any work under an individual task order, the contractor shall submit a project schedule, a site specific safety plan in accordance with EM3851-1, hazard analysis and procedures concerning means of access to premises and buildings. Contractor shall indicate whether material and equipment will be stored at the job if space is available. If space is not available at the job site, the contractor shall describe his plans for delivery of materials and equipment and his planned usage of approaches, corridors, stairways, and elevators. The contractor shall indicate the location of eating spaces and rest room facilities to be provided for contractor and subcontractor employees. The contractor shall also describe his planned control systems for project, environmental, safety and health management.

C.9.5.2 Contractor quality control is the means by which the contractor assures himself that his construction complies with the requirements of the contract plans and specification. The controls shall be adequate to cover all daily construction operations including both on-site and off-site fabrication and will be keyed to the proposed construction sequence.

C.9.5.3 The contractor's quality control system at the job site shall include three phases of control management for definable features of work as follows:

- a. Preparatory Inspection
- b. Initial Inspection
- c. Follow-up Inspections

Quality control personnel assigned to individual task orders will advise the COR by email at least 48 hours prior of all preparatory and initial inspections. Assigned quality control personnel, the Quality Control Manager, and any individual(s) directly responsible for implementation of any part of the work at the job site will attend preparatory and initial inspections. Government personnel may participate in the three inspection phases.

C.9.5.3.1 Preparatory Inspection: This phase of control shall be performed prior to beginning any work on any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted and approved; a check to assure that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials and/or equipment are on hand. To ensure that construction will proceed in an orderly manner, no construction will commence until adequate materials and/or equipment are on hand for that definable feature of work.

C.9.5.3.2 Initial Inspection: This phase of control must be accomplished at the time of arrival of workman on site to accomplish a definable feature of work and at any time new workman or crews arrive for assignment to the work. The contractor's control system shall permit the transfer of information on quality requirements specified under this contract to each workman before he starts work, and shall demonstrate that each workman can provide the specified quality of work at a consistent rate of production to produce high quality of work. It is also during this phase that control testing to prove the adequacy of the contractor's control procedures shall be initiated and verified.

C.9.5.3.3 Follow-Up Inspections: This phase of control shall be performed daily to assure that controls established continue to provide work that conforms to contract requirements.

C.9.6 Work Deficiencies: The contractor shall not build upon or conceal any work containing uncorrected defects. If deficiencies indicate that the contractor's quality control system is not adequate or does not produce the desired results, corrective action in both the quality control system and the work shall be taken by the contractor. If the contractor does not promptly make the necessary corrections the Contracting Officer may issue an order suspending all or any part of the work until satisfactory corrective action has been taken. Payment for deficient work will be withheld until work has been satisfactorily corrected or other action is taken pursuant to the Contract Clause "Inspection of Construction." If the above actions do not obtain effective improvement in the contractor's quality control system, the Contracting Officer may direct changes be made in the quality control system or the contractor's organization, including but not limited to the removal of unsatisfactory quality control representatives at any level. If recurring deficiencies in an item or items indicate that the quality control system is not adequate, the Contracting Officer will direct the corrective actions to be taken.

C.9.6.1 Control of Deficiencies and Non-compliances: The contractor shall identify and document all deficiencies and non-compliances. All deficiencies and non-compliances shall be recorded on the contractor's daily quality control report and shall include all supporting data (i.e. photos, lab reports, etc.). When any deficiency or non-compliance is identified, CQC personnel shall clearly identify by a red tag stating "REJECTED" with comments describing the deficiency and non-compliance. The CQC shall ensure the identification, recording, and resolution of these conditions. The type of corrective action needed will be identified on CQC reports. Where deficiencies and non-compliances are repetitive the CQC shall increase surveillance and identify the root causes.

C.9.7 Quality Control Records: The contractor shall control construction quality by conducting daily inspections of the phases of construction in progress and shall provide electronic copies of the daily inspection reports to the Chief, Construction Branch, Government Project Manager and COR. The contractor shall identify the contract number, the task order number and the work request number in the subject line. NOTE: Quality control reports are to be signed by the quality control personnel performing the quality control inspections. The quality control reports shall be submitted by the close of business the first day after the ending of the weekly reporting. The contractor's daily quality control report shall include as a minimum the following: certification statement that the work and materials incorporated in the work complies with the contract plans and specifications, safety/environmental requirements; shall indicate any verbal instructions given by the COR; any delays encountered; note any material/equipment delivered to site; any tests performed; any specific work inspected; any deficiencies found; identify hold points requirements, notification and results; note weather conditions; and contain a listing of workers on site. NOTE: These reports shall be sent electronically separated by task order. The combining of task orders under one electronic message is not acceptable. The quality control manager shall maintain a master deficiency list that records deficient work and final corrective action taken and dates thereof for each task order. A separate monthly report for each task order shall be provided to the Government the first Monday of each month. Bulk sending of the quality control reports is not acceptable.

C.9.8 Hold Point Requirements: The contractor shall notify the COR of a hold point requirement through E-MAIL at least 48 hours in advance of each phase identified below. The contractor shall not continue work on any given phase of construction until the Government quality assurance representative has had at least 48 hours (2) working days to inspect the work. The 48-hour notification shall start on the date/hour the email was sent to the COR. The contractor shall provide, as a minimum, the following information through the E-MAIL notification: date & time of request, type of work to be inspected, Bldg. #, task order #, work request #, the name(s) of the assigned CQC personnel, and a signed statement by each assigned CQC personnel that the work has been inspected and is acceptable and in compliance with the contract requirements. If the work is not ready for the Government quality assurance representative to inspect, the contractor shall identify on his daily contractor quality control report the reason for the delay and provide a new 48 hour notification to the COR through E-MAIL with the same information as identified above. If the contractor requests to delay the originally scheduled hold point, the contractor shall resubmit the hold point request and the 48 hours begins from the date/hour on the resubmitted request. If the Government quality assurance representative is not on site at the scheduled time, the contractor shall not delay the work and proceed with the scheduled work and identify on his quality control report the absence of Government QA representative. NOTE: VERBAL NOTIFICATIONS OF HOLD POINTS ARE NOT ACCEPTABLE. THE CONTRACTOR ON A CASE-BY-CASE BASIS MAY REQUEST FROM THE COR A TIME VARIANCE FOR THE HOLD POINT NOTIFICATION. THE WRITTEN REQUEST SHALL DESCRIBE THE REASON FOR THE TIME VARIANCE FOR THE HOLD POINT NOTIFICATION. HOLD POINTS ARE REQUIRED FOR THE FOLLOWING PHASES:

- a. Request inspection prior to concrete placement in footings, slabs, sidewalks, walls, etc. Surface preparation, forms, line and grade, reinforcement, expansion joints, etc. shall be in place prior to notification of COR.
- b. Request inspection of rough framing (wood or metal) after the electrical and plumbing inspection but prior to the installation of insulation or other materials that may conceal framing.
- c. Request inspection of installed insulation prior to placement of any interior finishes or items that would conceal the insulation material. Every side shall be left open for the Government inspection.
- d. Prior to concealment by any building material or items, i.e. ceilings, floors, etc.
- e. Prior to the concealment/covering of any plumbing, drainage, sprinkler, mechanical, ductwork and electrical systems. There shall be no covering of any system until 48 hours after the Government has been notified.
- f. Prior to the backfilling or placement of final materials for exterior utilities (water, storm, sanitary, condensate, drainage pipe, etc.)
- g. Prior to testing to include pressure, soil, performance, etc.

C.9.9 Completion (Final) Inspection: The contractor shall provide the COR by email a request for final inspection no more than (3) working days in advance of the date the work will be fully completed and ready for the Government's final inspection. The Government will establish a

final inspection date within (7) working days from the date the work will be fully completed. The Government will utilize available resources for the final inspection to include but not limited to: the COR, shop personnel, project proponent, project managers, engineers, and construction representatives. NOTE: The final inspection shall be conducted once contractor notifies the COR that all work is physically complete at the job site including the submission of payrolls, CQC reports, site supervisors reports, training reports, test reports, and final clean-up of work site. The contractor shall schedule the final inspection to allow for punch list items found at the final inspection to be completed on or before the date specified on the task order for project completion. Once the Government accepts all work at the physical job location, the contractor shall submit the task order completion package in accordance with paragraph C.9.10 within (15) calendar days of the completion date specified on the task order. The Government will not consider the work 100% complete until all project requirements are met. If the contractor fails to complete the work at job site location by the date specified on the task order or fails to provide the completion package within (15) calendar days of task order completion date, then the contractor may be subject to liquidated damages in accordance with contract clause 52.211-12 "Liquidated Damages- Construction".

1. Prior to the contractor's request date for the final inspection the contractor shall provide the following attachments with the CQC report to the COR:

a. A copy of the CQC generated punch list and all deficiencies that were identified on the task order with the status of each indicating completed or not completed.

b. A signed statement by the CQC representative who performed the inspection verifying all punch list items have been completed and that the task order has been completed in accordance with all contract specifications and requirements.

2. The Government will not participate in any type of pre-final inspection or joint development of punch list items. The CQC is responsible for ensuring and maintaining the quality standards and compliance to the contract specifications and requirements.

3. The COR and others as determined necessary will perform a final inspection with the CQC personnel to review the project for quality, completeness, and compliance to the contract specifications. Any deficiencies identified by the COR at this time will be documented by the CQC and be identified on the daily CQC report.

a. The daily CQC report shall continually list all deficiencies with the date each deficiency was corrected. This includes any contract deficiencies not provided at the final inspection such as payrolls, CQC reports, site supervisor reports, training information and, test reports.

b. After the Government accepts the work at the job site, the contractor shall assemble and have available the task order completion package along with a copy of the task order. When the work is fully completed and all contract requirements are met, the COR shall acknowledge that the work has been completed by signing the task order.

C.9.10 Work Completion Package: The contractor shall assemble a work completion package file and present it to the COR within (15) calendar days of the completion date specified on the task order. The contractor shall provide copies as indicated below for Parts 1, 2 and 3 in hard copy and on computer disks in TIF, untile format, in plastic joule cases (CD protective computer disk case) with an internal typed label as stated on the tile page of the hard copy furnished. The Government will retain a minimum of 10% of the task order amount not to exceed \$10,000.00 until such documentation is provided. The project will not be considered 100% complete and accepted by the Government until all requirements of the work completion package are received by the Government.

Completion Package Part 1 - One complete bound hard copy set and four computer disks of the bound set

Completion Package Part 2 - One hard copy and four computer disks of the As-Built Control Package

Completion Package Part 3 - One hard copy and one computer disk of the As-Built Drawings

C.9.10.1 Completion Package Part 1: The hard copy file shall be bound and each page will identify work request number, task order number, building number, and contract number and contain the following minimum items:

a. A cover sheet which identifies the contractor, the contract number, the task order number, the work request number, the building number or area of work followed by an index which identifies attachment documents to the cover sheet. The attachments to the cover sheet shall consist of complete copies of:

Task order including scopes of work with acceptance signature of the contractor

All modifications including scopes of work

Finish schedule identifying exterior and interior ceiling, wall, doors, frames, floor, finishes/coatings/coverings, to include manufacturer, color, manufacturer's identifying number, style, texture

Equipment schedule identifying all equipment installed with manufacturer, model number, serial number, size; and MAXIMO Number

All manufacturers' warranties for equipment/materials and copy of the warranty identification tag

Building Information Checklist

A signed statement by the contractor's quality control personnel that certifies the work is completed and in compliance with the contract plans and specifications and that no materials containing asbestos or lead paint was included in the work

b. **Equipment Warranty Identification Tag:** The contractor shall provide and install on each piece of equipment a self-adhesive warranty identification tag. The tag shall contain the following information: Installed by, Installers phone number, Manufacturer, Model Number, Serial Number, Contract Number, Government Project Manager, and the COR with, phone numbers, Warranty expiration dates for the contractor and manufacturer, and the MAXIMO Identification Number. The contractor shall obtain the MAXIMO Identification Number from the MAXIMO Officer located in Building 4302; point of contact maybe reach at 410-278-6699. The request to the MAXIMO office shall be e-mailed in the following format:

Company Name
 Building Number
 Project Name
 WR Number
 DO Number
 Equipment Description, Manufacturer Name, Manufacturer Address, Model Number, Serial Number, Specifications, Parent Equipment, Installation Date, Warranty Expiration Date, and MAXIMO Number.

C.9.10.2 Completion Package Part 2: The as-built control package (when applicable) shall be submitted with the completion package. The as-built control package shall be generated 100 percent by the contractor with only minor information provided by Government. This package shall represent what has been installed. The contractor shall provide the following in the As-Built Control Package, but not limited to:

a. **Control Schematic:** Contractor shall provide control schematic drawings illustrating the arrangement and sequence order of the HVAC equipment, air handlers, dampers, mixing boxes, air filters, differential pressure indicators, freeze statues, heating and cooling coils, temperature controls, VAV boxes, humidifiers, pumps, heat exchangers, duct smoke detectors, control valves, pressure controls and other related items to the control system. The piping arrangement and sequence of control valves shall be indicated on the control schematic. The sequence of operation shall be stated on the drawing. Symbols for control items and HVAC equipment shall be shown on the drawings and shall match symbols indicated on the control wiring schematic. The control schematic shall denote the position of the controls when the power is shut off. A list of control items with symbols, quantities, description with company, model number shall be stated on the schematic. The control valve schedule and point schedule shall also be included with control schematic. Point schedule shall list the outputs and inputs to the control system items. The control valve schedule shall list control valves, with pipe sizes, denoting type of connection, flanged, or screwed ends, "Cv " values, manufacture name, and model.

b. **Control Wiring Diagram:** Contractor shall provide control-wiring diagram drawings. The external wiring (outside control item enclosures) between control items and HVAC equipment shall be indicated on the drawing by lines representing wires. Each end of a control wire shall be labeled in the field with the same wire number and each wire shall have a different wire number labeled in the field. The each control wire shall be represented by a line on the drawing with its respected wire number labeled on the line shown on drawing. Terminal connection is each end of the control wire makes its connection. The contractor shall label terminal connections with numbers or letters or combination of both at each end of the control wire connection point. The terminal connection labels shall be noted on the drawings at the end of each line/wire. Symbols for control items and HVAC equipment shall be shown on the drawings and shall match symbols indicated on the control schematic. The outline of the HVAC equipment and the outline of the control items shall be shown on drawing with terminal connections labeled on drawing.

c. **Catalog cuts:** Contractor shall provide catalog cuts of the control items and HVAC equipment listed on the Control Schematic. Each catalog cut shall be marked by the contractor denoting the company name, model number, type, voltage and any other specific information needed in the order to tell the difference from the other models available from that company. Catalog cuts shall show pictures of items and denote features, specifications, part numbers, and connection points.

d. Contractor shall provide 1 (one) hard copy of the above assembled together in (1) one 8 ½ x 11 bounded booklet. Contractor shall provide 4 (four) CDR computer disks; each disk shall be complete copy of the As-built Control Package. The 1st page (title page) of the booklet shall state the following: "AS-BUILT CONTROL PACKAGE," Control Company name, address, phone number, name of the responsible person, and date of submittal. Also include the following that pertains to Aberdeen Proving Ground on title page; name of the project, building number, and work request number of the project. The bounded booklet shall be assembled by the contractor in logical order, title page, catalog cuts, control schematic, point schedule, control valve schedule, and control wiring diagram. Contractor shall also provide the above complete As-Built Control Package on 1(one) 650 MB or 700MB CDR computer disk in the same order as the hard copy stated above. All the above items on computer disk shall be in .TIF, untile format including, catalog cuts, drawings (diagrams, schematics, etc.) Contractor shall also include on the disk the drawings (diagrams, schematics, etc.) in Micro-station SE, DGN format. The contractor shall provide the disks in a plastic joule case (CD protective computer disk case) and provide internal typed label as stated on the tile page of the hard copy furnished. Contractor shall provide 4(four) CDR computer disk as stated above; each disk shall be complete copy of the above As-Built Control Package.

e. **Operation Maintenance Manual (O & M):** Contractor shall provide 1(one) hard copy of the " O&M " assembled together in a 8 ½ x 11 bounded hard cover booklet and four (4) CDR computer disks. Contractor shall provide a typed label on the cover stating the following: "OPERATION MAINTANCE MANUAL (O&M)," Contractor Company name, address, phone number, name of the responsible person, and date of submittal. Also include the following that pertains to Aberdeen Proving Ground on cover; name of the project, building number, work request number of the project, contract number, and task order number. "O &M " shall include the following, but not limited to: Catalog-cuts of

all the new items installed with each catalog cut marked by the contractor denoting the company name, model number, type, voltage and any other specific information needed in order to tell the difference from the other models available from that company. Catalog cuts shall have a picture of item with denoting features, specifications, part numbers, connection points, dimensions, installation and removal procedure, and recommended maintenance procedures. For pumps, air handlers, fans, fan coils and other fluid moving equipment, contractor shall provide operation curves marked showing the design flow rate for that project. For built-up air handlers, each part; mixing box, economizer, filter section, cooling coil, heating coil, supply fan, return air fan, shall be provided with catalog cuts, marked by the contractor denoting the following; model number, dimensions, style, and company name. The 1st page of the O&M shall be the title page, same as stated above for the label on the hard cover. The 2nd page of the O&M, shall state the list of items installed on the project. The list shall state the following; equipment name or item, manufacture, model number, serial number, size (flow rate at head pressure, CFMs at static pressure, 2-32 watt 4ft. lights, etc.), comments (horsepower, voltage, special features). Contractor shall also provide the above complete OPERATION MAINTANCE MANUAL (O & M) on 1(one) 650 MB CDR computer disk in the same order as the hard copy stated above. All the above items on computer disk shall be in .TIF untile format. The contractor shall provide the disk in a plastic joule case (CD protective computer disk case) and provide internal typed label as stated on the tile page of the hard copy furnished. Contractor shall provide 4(four) CDR computer disk as stated above, each disk shall be complete copy of the above OPERATION MAINTANCE MANUAL (O & M).

C.9.10.3 Completion Package Part 3: In accordance with specification paragraph C.7.2 "As-built Data," the contractor shall include the following information in the As-Built Drawings Package as applicable.

Drawings shall include the areas where work has been performed indicating the existing conditions after the new work has been performed which includes removal of existing items and installation of new items. The drawings shall state the following for new items installed: company name, style, size (flow rate at design pressure), model number, and voltage. For mechanical equipment the following additional information shall be stated on the drawings: pump head, GPM and rpm's, fans, blowers, air handlers and other air moving equipment, state CFMs, rpm's at the rated static pressure. Provide the as-built sequence of operation on a mechanical drawing. For items, which contain coils, steam, hot water, and heat exchanger state the rated flow rate with pressure drop across the unit on the drawing. Drawings shall indicate the tie-in locations (connecting new items to existing).

C.9.11 Additional Reports: In addition to the CQC requirements, the contractor shall submit electronically to the COR all reports generated by site supervisors.

C.9.12 Completed Project Follow-Up Inspection: Nine months after the final acceptance date of each task order the contractor shall notify the COR by EMAIL and participate in a follow-up inspection. The Government will establish within two weeks the date, time, and attendees to participate in the inspection. If the Government does not establish a date within the 2 week time period, the contractor shall perform the follow up inspection without the Government. Within two weeks after the inspection the contractor shall provide a written report to the COR documenting the results of the inspection to include as a minimum: date of the Government 100% acceptance of the task order, building #, task order #, work order #, poor quality construction findings, design problems, construction failures, HVAC problems or failures, electrical problems, maintenance difficulties, and the implementation of maintenance practices/procedures or the lack of, the scheduled inspection dates and the actual inspection dates.

C.9.13 The contractor shall use the following format on the subject line for all emails to the Government: contract number, work request number, task order number, and building number. The combining of multiple reports in one email is not acceptable.

C.9.14 The contractor shall complete and submit a Building Information Checklist with the task order completion package Part 1 per C.9.10. A copy of this checklist is provided as Attachment C to this solicitation.

C.10 GENERAL INSTRUCTIONS TO PRIME CONTRACTOR RELATED TO CONSTRUCTION DESIGN WORK:

C.10.1 Applicable Design Publications: The following list of publications shall be used in conjunction with the performance of design work under this contract. Additional criteria and instructions will be provided as may be required for specific requirements in individual task order scopes of work. The prime contractor is responsible for using the latest edition of the publications listed below.

- a. U.S. Army Corps of Engineers, "Technical Instructions, Design Criteria", TI 800-01, dated 20 Jul 98.
- b. U.S. Army Corps of Engineers Technical Manuals (TM's), Engineer Technical Letters (ETL's) and Engineer Regulations (ER's).
- c. Unified Facilities Guide Specifications for Military Construction.
- d. All applicable Post (U.S. Army Garrison, Aberdeen Proving Ground [USAG, APG]) Regulations.
- e. Aberdeen Proving Ground Installation Design Guide (IDG) (provides specific installation guidance for site planning and features and exterior architectural characteristics). A copy of the IDG will be made available to the prime contractor upon request.
- f. National Electrical Code.
- g. The BOCA National Mechanical Code.
- h. National Standard Plumbing Code.

- i. National Fire Protection Association Codes and Standards.
- j. American Society of Heating, Refrigeration, and Air Conditioning Engineers Handbooks and Standards.
- k. International Building Code

C.10.2. Conduct Of Work: During the performance of this contract, the prime contractor in coordination with his A-E firm or technical staff shall maintain close liaison with the Government Project Manager (PM) who will coordinate the work with the using agency and other concerned parties. The prime contractor shall:

- a. Execute the work diligently and aggressively, and promptly advise the Government PM of all significant developments.
- b. Contact the Government PM prior to starting the field investigation, and coordinate subsequent visits to the Government PM with the appropriate project site personnel. Records of all site visits to the project site shall be kept by the prime contractor and shall be provided to the Government PM upon request.
- c. Prepare minutes of each meeting and significant telephone conversations with Government representatives, and furnish a copy to the COR and Government PM and to all participants within (7) working days of the conference.
- d. Prior to the date that the task order proposals are due, take appropriate measures to obtain clarification of scope of work requirements from the Contracting Officer when information contained in a Government RFP is unclear.
- e. Do not take any instructions from any installation employee or using agency which will affect the scope, cost or schedule of the project, or deviate from the specified standards and/or standard industry standards without getting permission from the Contracting Officer.

C.10.3. Quality Assurance: The prime contractor is responsible for the professional quality, technical accuracy, and the coordination of all documents and other services, including the work of any of his subcontractors or consultants. The prime contractor is required to have a logical and functional quality control program to assure that errors and deficiencies in all submittals are minimized. To meet this requirement, the prime contractor shall perform technical and interdisciplinary reviews and correct all errors and deficiencies in the documents prior to submitting them for review by the Government. The prime contractor's cover letter, which transmits the design documents for review, shall include a statement of certification that he has performed a detailed review and coordination of the submitted documents. In the event damage to the Government results from negligent performance of any of the services furnished under this contract, the prime contractor shall be held liable for such damages. The Government's review in no way relieves the prime contractor of his/his contractual responsibilities.

C.10.4. Economy of Design: The prime contractor shall prepare all designs in the most economical method appropriate. Throughout the design, the prime contractor shall analyze each of the various disciplines or work for the purposes of achieving the required mission or function consistent with desired performance and quality requirements. In some cases, the prime contractor may determine significant savings are possible by changing material of methods of constructions. When submitting a BVTO proposal, the prime contractor shall indicate in his proposal in writing when he/she takes exception to or varies from the Government's task order scope of work. Value engineering is encouraged.

C.10.5. Environmental Compliance And Permits:

a. During the performance of this contract, the work must comply with all federal, state, local and installation environmental laws, regulations, and standards. The prime contractor shall determine all construction and operating permits required and provide the following information to the COR.

- (1) Permitting authority.
- (2) Type of permit required (construction/operating).
- (3) Procedure and time necessary to complete the permit application.
- (4) Fees required.
- (5) Statement that the project is covered by variances or that a permit is not required.
- (6) If a variance is required, describe procedures on how it will be obtained. If a permit is not required, furnish reasons and supporting justification (cite appropriate regulations).
- (7) If a permit of any kind is required, evaluate all state and/or local regulations to determine specific requirements. Where required, include those requirements in the project design. If any permits are required, the Government PM shall be provided the permit application (15) calendar days after the concept design review meeting.

C.10.6 Design Drawings Requirements:

a. Design drawings shall be prepared in strict accordance with ER 1110-345-700 "Design Analysis, Drawings and Specifications." All drawings shall comply with the "A/E/C CADD Standard Manual" Release 2.0 for drawings presentation graphics, electronic file naming,

standard symbology, and level/layer assignments. The manual is available at <http://tsc.wes.army.mil/products/standards/aec/aecstd.asp>. Contractor shall prepare 1 paper copy in standard 42" x 30" format. The contractor shall ensure that the correct title block for signatures is used. Drawings must be easily readable when reproduced at one-half size. The cover sheet shall be signed and stamped by a principal of the firm (Professional Engineer or Registered Architect) when the final design drawings are completed.

b. In addition to the "hard copy referenced above, the contractor shall provide two digital copies of the drawings. One copy shall be vector and the other raster. The vector drawings shall be compatible with the Government's (Aberdeen Proving Ground, Directorate of Installation Operations) computer aided design (CAD) system. The Government CAD system is manufactured by Bentley Systems, Inc. MicroStation files have a *.dgn file extension. The vector drawings submitted by the prime contractor shall be prepared in MicroStation SE/V7 and have the *.dgn file extension. They shall be in a version of MicroStation compatible with the Government's system. This may change during the course of the contract. The contractor shall change to the upgraded version when directed by the Contracting Officer. These files shall also be submitted in raster format using the portable document format (*.pdf) file type common to Adobe Acrobat. The drawings shall be submitted on a Compact Disk (CD). Each submission shall have both MicroStation and Adobe Acrobat files on the CD. All reference drawings shall be included with the design drawings on the CD. A list of all the drawings and their attached reference drawings, what is on each drawing level, and the drawing scale shall be submitted with the CD.

c. All drawings, both hard copy and electronic, shall be marked with the following security statement:

"WARNING: Distribution authorized to U.S. Government agencies and their U.S. contractors.
REASON: Administrative/Operational Use; 2 December 1996;
Other requests for this document shall be referred to:
Cdr, USAG, APG, DIO ATTN: IMNE-APG-IO, APG, MD 21005-5001.
DESTRUCTION NOTICE: Destroy by any method that will prevent disclosure of contents or reconstruction of the document."

C.10.7. Printed Media: All reports, design analysis, field investigations, etc. shall be printed on paper with a minimum of 30% post-consumer recycled content. Paper shall be printed on both sides.

C.10.8. Design Analysis: The design analysis when required by the task order scope of work shall be prepared in strict accordance with ER 1110-345-700 "Design Analysis, Drawings and Specifications." All calculations, criteria, design references, assumptions, and design values shall be presented. All key design decisions shall be discussed, including presentation of economic factors. The design analysis shall be complete and shall be organized so that a person not familiar with the project can still follow the contractor's thought process on a step-by-step basis. The task order scope of work shall be included at the beginning of the design analysis, as well as a Table of Contents. Include a narrative discussion of the Scope, background, design alternatives, solutions, and field findings. The design analysis shall also discuss any energy conservation opportunities observed by the contractor during the course of the design development.

C.10.9. Government-Furnished Data: Drawings showing existing utilities in the area of the proposed construction are available in Building 4304, Directorate of Installation Operations (DIO), Aberdeen Area of Aberdeen Proving Ground (AA-APG). The drawings are not warranted to show presently existing conditions at the site. The contractor is required to verify, in the field, all data shown on such drawings as necessary to the accomplishment of his work and shall obtain all other data, as required, to ensure the complete and proper design of this project. Drawings showing the existing communications facilities in the area of the proposed renovation are available for review in Building 324, Directorate of Information Management (DOIM), Aberdeen Area of APG.

C.10.10. Submittals And Review: The design submittals shall be reviewed by the Government for technical correctness, functional adequacy, and ability to be constructed. Reviews by the Government will usually be accomplished within (21) calendar days for each submittal and all comments shall be provided to the contractor, in writing-by the Government PM. The contractor shall incorporate all review comments at no additional fee if it does not affect the contractor's original concept design, or the contractor shall justify noncompliance with comments. A detailed written reply to all comments shall be furnished with the next scheduled design submittal, or earlier if directed by the Government PM. The reply shall specifically address how each comment was satisfied, citing drawing and specification reference. Should clarification be required or exception taken to any comment, the contractor shall communicate with the Government PM within (5) working days of receipt of the comments. On-board review meetings will usually be held at Building 4304, Directorate of Installation Operations (DIO), Aberdeen Area of Aberdeen Proving Ground (AA-APG), unless noted otherwise.

C.10.11. Responsibility After Design Completion: The contractor is responsible for errors or omissions in the documents created and he or she is responsible for making corrections to the documents. The corrections shall be done in a timely manner, at no additional cost to the Government.

SECTION C - ATTACHMENT A

Reference Sample Government RFP below.

Reference Sample Government Scope of Work below.

Reference Sample Contractor Proposal Cover Sheet below.

SECTION C - ATTACHMENT A

SAMPLE GOVERNMENT RFP

U.S. ARMY CONTRACTING AGENCY
APG DIRECTORATE OF CONTRACTING
4118 SUSQUEHANNA AVENUE
ABERDEEN PROVING GROUND, MARYLAND 21005-3013
May 10, 2005

Contracting Division (Facilities)

SUBJECT: Request for Task Order Proposal Contract DABJ05-XX-X-XXXX,
Work Request #XXQXXXX2J

To: MATOC CONTRACTORS

Dear Madam / Sir:

Please provide a proposal for accomplishing the following:

TITLE: Heavy Armor Training Facility.

LOCATION: Down Range, AA, APG.

WORK REQUEST: XXQXXXX2J

CUSTOMER: US ARMY ORDANCE TRAINING SCHOOL.

CONTRACT AWARD TYPE: Best Value Task Order (BVTO)

PROJECT PACKAGE: Scope of Work dated 11 May 05 is attached.

CONTRACTOR PROPOSAL: Submit a detailed cost breakdown of your proposal in PULSAR, Concept Design, Scope of Work, and Construction and Design Schedule.

FUNDING: Short of Award (SOA)

ESTIMATED COMPLETION: Design and construction shall be completed within 270 Calendar Days after Notice to Proceed.

WAGE DETERMINATION: As indicated in your contract.

If you find the work acceptable, submit your proposal including concept design, scope of work, pricing printout, and schedule within 30 calendar days.

The DIO project manager is Ms. Jane Doe, (Tel 410-555-6666, FAX 410-555-6666). Your point of contact is the undersigned and may be reached at 410-278-2373 or FAX 410-278-2458.

Signed:
Sandra Smith
Contracting Officer

SECTION C - ATTACHMENT A**SAMPLE GOVERNMENT SOW**

11 May 05

SCOPE OF WORK
 WORK REQUEST: XXQXXXX2J
 HEAVY ARMOR TRAINING FACILITY

DESCRIPTION OF WORK: Furnish all plant, labor, materials, equipment and supervision to perform all work necessary for design and construction of Heavy Armor Training Facility in down range, Aberdeen area APG complete and ready to use.

EXISTING CONDITION: Proposed site is 3 Acre naturally wooded area, approximate 300 LF from the existing paved roadway. 100 KVA Electrical Transformer located approximately 500 LF away. 6 inch Water Main is located parallel to the existing paved roadway.

PRINCIPAL FEATURES:

1. 20' High, 4000 SF, Pre-engineered metal building on Slab on Grade. Approximate Weight of Heavy Armor Vehicle is 70 Tons or 20 LBS/Sq Inch Load pressure.
2. Approximate 2000 SF, concrete approach roads.
3. 40' x 80' Outdoor heavy Armor parking and storage area.
4. Six each, 650HP Diesel Operated Heavy Armor Vehicle exhaust systems inside the new Building complete with automatic fresh Air intake louvers.
5. Heating system for building.
6. Rest Rooms for 15 Men and 5 Women Worker.
7. Two each, 12' x 15' High, Automatic roll up service Doors and two each, 3' x 7' Personnel doors.
8. Fire Protection System including fire station auto control fire monitoring alarm control panel.
9. Energy efficient Lighting, 4 Each 110 volts and 2 each 220 Volts electrical outlets per each service Bay. Building required 400 AMP electrical control panel.

IMPORTANT SERVICES AND PERMIT REQUIREMENTS:

1. SEDIMENT AND EROSION CONTROL PLAN.
2. STORM WATER MANAGEMENT PLAN
3. UXO MAGNETOMETER SWEEP
4. DIGGING PERMIT

SUBMITTAL REQUIREMENT WITH PROPOSAL:

1. Catalog cuts for pre-engineered metal Building.
2. Concrete slab on grade calculations.
3. Lighting and electrical panel detail.
4. Design data and Catalog cuts for vehicle exhaust system.
5. Fire protection system technical data.

ADDITIONAL COMMENTS:

All work shall be performed in accordance with latest edition of the Corps of Engineers Guide Specification for Military Construction, Army Technical Manuals, Engineering Technical Letters, Architectural and Engineering Criteria, National Electrical Code, National Fire Protection Association Codes and Standards, and all applicable Post (U.S. Army Garrison, Aberdeen Proving Ground) Regulations.

SUBMISSION AND PROJECT TIME:

In order to accomplish the required design, one submission shall be made at 60%. After the 60% design reviews makes all corrections and incorporate any changes and submit the final drawings, signed and sealed. Provide a full size computer generated and reproducible drawings to match APG standard Mylar, with APG title block. In addition, provide a digitized file of the drawing on 3-1/2 floppy disk or CD disk in Bentley Micro-Station SE format (DGN).

EVALUATION CRETERIA:

This task order will be evaluated using the following evaluation factors. The evaluation factors are listed in order of importance.

1. Technical Evaluation
2. Overall Cost
3. Schedule of Design and Construction
4. Past Performance

SECTION C - ATTACHMENT A

SAMPLE CONTRACTOR PROPOSAL COVER SHEET

ABC CONTRACTING SERVICES, INC
AMERICA AVE, USA MD XXXXX
TEL: XXX-XXX-XXXX
DATE: -----

Directorate of Contracting
ATTN: Name of Contracting Officer.
U.S. ARMY CONTRACTING AGENCY
APG DIRECTORATE OF CONTRACTING
4118 Susquehanna Avenue
Aberdeen Proving Ground, MD 21005

RE: MATOC Contract No. DABJ05-XX-XX-X-XXXX
W.R. NO: ----- D.O #: ----- (required for change order only)
TITLE: Heavy Armor Training Facility.
LOCATION: Down Range, AA, APG.

Name of Contracting Officer:

This cover letter, and the attached Task Order Proposal, is submitted in response to the request for Task Order Proposal for Heavy Armor Training Facility. Enclosed is our proposal in PULSAR format, based on the Government scope of work dated 11 May 05 and the changes included herein.

Following technical data sheet and calculation are submitted along with our price Proposal:

1. Site layout and building layout design drawing.
2. Pre-engineered steel building, manufactured by USA Steel Building Corp, technical data sheets, structural design detail, specification and installation detail.
3. Slab on Grade design and construction detail with calculations.
4. Exhaust System load calculations and data sheets from USA Fan Company.
5. Design and Construction schedule.

After receiving notice to proceed to complete this Task Order, we will provide following items to Government for review and approval. We will obtain all necessary permits prior to any construction.

1. Construction drawings including Civil, Structural, Architectural, Mechanical and electrical details.
2. Maryland state Approved Sediment and erosion and storm water management plans and permit.
3. Government approved Safety and Health plan for soil-gas and UXO monitoring services.
4. Excavation / Digging permit

The Amount of this proposal is \$-----

If there are questions or areas requiring additional concerning this correspondence, please feel free to contact me by tel: xxx-xxx-xxxx or e-mail -

Sincerely,

Signature / Name / Title

SECTION 01561

ENVIRONMENTAL PROTECTION

SECTION C - ATTACHMENT B

28 February 2005

1.0 GENERAL. The work covered by this section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution during, and as the result of, all operations under this contract. For the purpose of this specification, environmental pollution is defined as the introduction of, and/or presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter biological balances of importance to human life or affect other species of importance to man. The control of environmental pollution requires consideration of air, water, and land.

2.0 APPLICABLE REGULATIONS. The Contractor and his subcontractors in the performance of this contract shall comply with the Clean Air Act (CAA), Clean Water Act (CWA), Code of Maryland Regulations (COMAR) Title 09 and 26, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, commonly known as Superfund, Emergency Planning and Community Right-to-Know Act (EPCRA), Endangered Species Act, National Environmental Policy Act (NEPA), Federal Insecticide, Fungicide, Rodenticide Act (FIFRA), Occupational Safety and Health Act (OSHA), Oil Pollution Act, Pollution Prevention Act (PPA), Resource Conservation and Recovery Act (RCRA), Safe Drinking Water Act, Toxic Substance Control Act (TSCA), and all other applicable Local, State, and Federal laws and regulations concerning environmental and safety requirements, as well as the specific requirements stated elsewhere in the contract specifications.

3.0 NOTIFICATION. The Contracting Officer (KO) and/or COR will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time loss due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

3.1 IMMINENT HAZARD. If state, federal or installation regulators determine that the Contractor has or is creating a condition that may present an imminent and substantial endangerment to health or the environment they have the authority to issue project cease-and-desist without routing such notification through the COR. Such authority falls under definition of "imminent hazard" as defined by OSHA, RCRA, and other laws (see "APPLICABLE REGULATIONS" above). If so directed by persons authorized to issue such notifications, the Contractor shall comply immediately and notify the KO and/or the COR.

3.2 EMERGENCY RESPONSE. The above statements do not infer that the Contractor will wait for KO, COR and/or regulator notification before initiating corrective action for spills, leaks, fires, explosions, and/or accidents involving injuries. In the event of such incidents the Contractor shall immediately notify the Installation "Emergency Operations Center" (dial 911 on post phones or 911 from a commercial phone on or off post) and implement corrective actions to prevent further injuries or damage to the environment. All costs incurred as the result of a Contractor caused spill, leak, fire, explosions, or other accidents are the responsibility of the Contractor.

4.0 SUBCONTRACTORS. Compliance with the provisions of this section by subcontractors shall be the responsibility of the Contractor.

5.0 PROTECTION OF NATURAL RESOURCES. The Contractor shall practice pollution prevention by means of source reduction. The Pollution Prevention Act (PPA) defines source reduction as practices that reduce or eliminate the creation of pollutants through: (a) increased efficiency in the use of raw materials, energy, water, or other resources; and/or (b) protection of natural resources by conservation; and/or (c) management of personnel and control of hazardous materials to diminish or negate the introduction of pollutants into the environment.

5.1 PROTECTION OF WATER RESOURCES. The Contractor shall not pollute streams, lakes, reservoirs or natural watercourses with petroleum, oil or lubricants (POLs), bituminous materials, pesticides, calcium chloride, chlorine, acid construction wastes, sediment, or other harmful organic or inorganic materials or wastes. All work under this contract shall be performed in such a manner that pollutants are not released into ditches, storm drains, surface or groundwater (i.e. waters of the State, COMAR 26.08), adjacent to or downstream to the site.

5.1.1 Production Well Installation. Production well installation shall include modeling to determine if pumping of the production well(s) will effect any contaminants that may be present. All modeling data and information shall be provided to Directorate of Safety, Health and Environment (DSHE) through the COR for review and approval prior to well installation. All lithologic logs shall be provided to DSHE. The Contractor shall obtain State Water and Appropriation Use Permit and a Harford County Well Drilling Permit. A state of Maryland certified and licensed driller shall perform the installation.

5.1.2 Well Closure. A well closure shall be accomplished by a State certified and licensed well installer in accordance with COMAR 26.04.04.

5.1.3 Water and/or Sewer Lines. The extensions to existing lines or new installations of water lines, sewer lines, lift stations, or other water/sewerage system appurtenances shall be in accordance with COMAR 26.03.12. A water/sewerage construction permit shall be obtained if the extensions, new lines or other features do not qualify for an exemption, as determined by DSHE due to one of the following: (1) project is for normal maintenance or repair; (2) project is for plumbing inside a building being serviced; (3) project is for a building connection designed for

less than 5,000 gallons per day; or, (4) project nature is minor, such as installation of a meter or valve. If the lines are not exempt the Contractor shall complete applicable portions of the Water/Sewerage Construction Permit application. The Contractor shall send the permit application along with a copy of the contract drawings and applicable specifications to the COR. The COR will send these documents to the Directorate of Installation Operations (DIO) who in turn will review and complete the application and submit it to DSHE. DSHE will forward the application to the State of Maryland for review and approval and furnish a copy of the permit, and any changes through the COR to the Contractor for correction or action. Construction shall not proceed until the permit is issued by the State.

5.1.4 Septic Systems. Septic systems with drain fields shall not be installed at Aberdeen Proving Ground (APG). A holding tank is allowed; provided it meets the design requirements and specifications of COMAR 26.04.02 and 26.08.07 and are registered with DSHE.

5.1.5 Groundwater and Dewatering. Portions of the Aberdeen and Edgewood Areas of Aberdeen Proving Ground are known to have groundwater contamination. If groundwater is encountered during excavation and de-watering is required, sampling and total composition analysis (i.e., determination of 100% of all constituents of the sample), including any specialized analyses, shall be accomplished to determine the proper method of disposal unless otherwise directed by DSHE through the COR. The Government will perform the sampling and analyses unless otherwise specified. This shall be done in accordance with EPA and State methods. For remedial actions conducted under CERCLA, the Contractor shall be responsible for this sampling. To prevent delays during construction the groundwater shall be sampled and analyzed at the earliest construction phase (applicable if a high water table would infiltrate the excavation) in order to alleviate any unnecessary delays in the execution of the project. Analytical results will be reviewed by Directorate of Safety, Health and Environment (DSHE), Environmental Engineering Branch (EEB) (410) 278-4099 and proper de-watering/disposal method(s) will be provided to the Contractor via the KO or COR. If the work is to be performed on or near a CERCLA (Superfund) site the Government will advise the Contractor of applicable work requirements and agreements.

5.2 PROTECTION OF AIR RESOURCES. The Contractor shall protect against the emission of hazardous substance (s) to air that cause or contribute to air pollution that may reasonably be anticipated to endanger health, welfare and the environment.

5.2.1 Burning. Burning in most instances is not permitted. The Contractor shall obtain written approval from the DSHE Air Permits Officer and Fire Department prior to burning of any substance or waste. Burning permits for debris will be issued on a case-by-case basis. The section is not applicable to welding, cutting, brazing, soldering, etc.

5.2.2 Dust Control. The Contractor shall maintain all work areas free from dust that would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling with water, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling with water, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. The use of chemical substances to control dust pollution during construction shall be approved by Installation Air Permits Officer in writing through the COR prior to application of such substances. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

5.2.3 New Air Source Permits and Registration. All new air emission sources (hoods, volatile substance storage tanks, spray booths, stationary equipment, or other similar type items) that do not qualify for an exemption under the COMAR shall be permitted and/or registered with the State. The Contractor is responsible for providing the necessary information for the air permit application to the responsible DSHE program manager through the COR. The completed application will be submitted by DSHE to the State of Maryland. The construction or modifications shall not start without written State approval.

5.2.4 Permits to Construct Boilers. Boilers in excess of 1 million British Thermal Units per hour (BTU) to 10 million BTU require a permit to construct ("construct" includes "modifications" COMAR 26.11.01.01). Boilers in excess of 10 million BTU require a permit to construct and a New Source Performance Standards (NSPS) permit, and typically will require a public hearing depending on the community input. These permit applications shall be prepared and forwarded through the COR to the responsible DSHE program manager. Completed permit applications will be forwarded to the State of Maryland for approval. The construction or modifications shall not start without written State approval.

5.2.5 Generator Sets. Generators that have a horsepower rating of 1,000 brake horsepower or more are required to have a permit to construct (COMAR 26.11.02.03.A. (6). (e)). The construction shall not start without written State approval.

5.2.6 Materials Containing Semi-Volatile/Volatile Organic Compounds (VOCs). The Contractor shall minimize use of volatile (i.e., benzene, methylene chloride, toluene, etc.) and semi-volatile (i.e., dichlorobenzene, trichlorobenzene, etc.) organic compounds in order to reduce fugitive air emissions during construction. Volatile and semi-volatile organic materials are contained in such products as paint, solvent, cleaner, sealer, glue, mastic, etc. Under no circumstance shall the Contractor install materials (i.e., paint, glue, sealer, mastic, insulation, etc.) that continue to leach chemicals to the environment after cure.

5.2.7 Ozone Depleting Chemicals (ODC) and Ozone Depleting Substances (ODS).

The Contractor's use or installation of ODC (i.e., Methyl chloroform (MCF), 1, 1, 1-Trichloroethane (TCA), Carbon Tetrachloride (CCl₄), CFC-113, etc.) and Class 1 ODS (i.e., R-11 (CFC-11), R-12 (CFC-12), R-13 (CFC-13), R114 CFC-114), R-500, R-502, R503, etc.) are not permitted under this contract.

5.2.7.1 COMAR 26.11.33 (Air Quality, Architectural Coatings) sets VOC limits for many types of architectural coatings. Under this regulation the term "architectural coating" means a coating applied to stationary structures or their appurtenances at the site of installation, portable buildings at the site of installation, pavements or curbs. It does not include coatings applied in shop applications or to non-stationary structures such as airplanes, ships, boats, railcars, or automobiles. If a product is used that falls within the scope of this regulation, it shall comply with the

set VOC limits. Products containing VOCs that exceed the regulatory limits are banned from sale or use in the State of Maryland effective January 2005.

5.3 PROTECTION OF LAND RESOURCES. The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction and shall appear to be natural and not detract from the appearance of the project. To the greatest extent possible, the Contractor shall confine his construction activities to areas defined by the plans and specifications.

5.3.1 Protection of Trees, Shrubs, and Vegetation. The Contractor shall be responsible for the protection of the tops, trunks and roots of all existing trees, shrubs, and vegetation that are to be retained on the site. Protection shall be maintained by the Contractor during their entire stay at the site and shall not be removed without the consent of the Contracting Officer. If the Government determines that protective devices are insufficient, additional protective devices shall be installed at the instruction of the Contracting Officer or COR.

5.3.1.1 Heavy equipment, vehicular traffic, or stockpiling materials shall not be permitted within the drip line of trees and/or shrubs to be retained.

5.3.1.2 No toxic materials shall be stored within 100 feet from the drip line of trees to be retained or exposed to the elements.

5.3.1.3 Except for area shown on the plans to be cleared, the Contractor shall not deface, injure, or destroy trees, shrubs or vegetation, nor remove or cut them without specific written authorization. Existing nearby trees or shrubs shall not be used for anchorage unless specifically authorized by the Contracting Officer in writing. Where such special emergency use is permitted, the Contractor shall first adequately protect the trunk with a sufficient thickness of burlap over which softwood cleats shall be tied.

5.3.1.4 No protective devices, signs, utility boxes or other objects shall be nailed to trees to be retained on the site.

5.3.2 Restoration of Landscape Damage. Any tree, shrub, vegetation or other landscape feature scarred or damaged by the Contractor's operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Contracting Officer will decide what method of restoration shall be used, and whether damaged trees shall be treated, healed, removed, disposed, and/or replaced. All scars, wounds, cuts or stumps from limbs removed shall be immediately coated with an approved wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes is not permitted. The use of climbing spurs is not permitted for tree climbing. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving in the opinion of the Contracting Officer, shall be immediately removed and replaced with a nursery-grown tree or healthy tree moved from another location of the same species. Replacement trees and shrubs shall be of the same size as those removed. The Contractor shall remain responsible for the maintenance of replacement trees, shrubs, and vegetation until it is determined that the replacement is viable and can be sustained without other than routine care.

5.3.3 Soil Erosion and Sediment Control. The Contractor shall maintain soil erosion and sediment controls on all excavations (Aberdeen Proving Ground Regulation (APGR) 200-40 and Army Regulation (AR) 200-3) even if a plan approved by the State of Maryland is not required. The Contractor shall develop and submit a soil and sediment control plan (inclusive of temporary road construction, construction of temporary embankments and excavation for plant and/or work or staging areas) to be disturbed is in excess of 5,000 square feet or the excavation exceeds 100 cubic yards of either cut or fill material or a combination of the two. DSHE is the single point of contact for regulatory plans and environmental permits. The COR will provide the State approved plan to the Contractor. The Contractor shall not commence grading or excavation until the State-approved plan is received. During construction and maintenance of soil erosion and sediment control devices, the Contractor shall ensure of an on-site supervisor who holds State of Maryland "Soil Erosion and Sediment Control" certification.

6.0 POLLUTION PREVENTION ACT (PPA), EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (EPCRA), AND APPLICABLE EXECUTIVE ORDERS (EO). The Contractor shall comply with Executive Order (EO) #13148 (Greening the Government Through Leadership In Environmental Management), EO #13101, Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition and EO #13123, Greening the Government Through Efficient Energy Management, and RCRA 6002 (Federal Procurement). The contractor shall accomplish the following:

6.1 Green Procurement/ Environmentally Preferable Products (EPP). The Government requires the use of recoverable/recovered materials and products identified in the EPA's Comprehensive Procurement Guideline (CPG). All materials and products intended for use within this contract shall meet the recommended minimum content standards identified in the Recovered Materials Advisory Notices (RMAN).

- a. Use products with post-consumer recycled content.
- b. Use products that are recyclable.
- c. Use low toxicity or non-toxic products.
- d. Use and install low maintenance products.

6.1.1 Green procurement and Federal Acquisition requirements emphasize the need to ensure that EPA designated products containing post consumer recycled content are integrated into construction and that the use of products containing virgin materials are minimized to the greatest extent practicable.

6.2 Green Building. The contractor shall comply with EO 13101 (Greening the Government through Waste Prevention, Recycling, and Federal Acquisition), the Federal Acquisition Regulation (FAR), and APG Green Building Initiative Policy and incorporate green building principles and practices into APG construction projects.

6.2.1 The contractor shall perform design and undertake construction with knowledge and consideration of potential impacts to both natural and man-made environments. The contractor shall prevent pollution in all project stages, conserve natural resources, minimize adverse impacts to biological and human environments and maintain historical and cultural integrity.

6.2.2 During the construction, demolition and/or renovation process the contractor shall minimize adverse acoustical impacts, mitigate adverse air quality impacts to the indoor environment and the atmosphere, employ environmentally sound practices in site layout and landscape, maximize energy efficiency and use of renewable energy sources, protect and conserve water resources and maximize recycling and waste minimization.

6.3 ENERGY CONSERVATION. The contractor shall provide Energy Star or other energy efficient products.

6.3.1 Lighting. The Contractor shall only install energy efficient lighting fixtures, bulbs, fluorescent tubes, switches, and equipment.

6.3.1.1 Lighting and Pollution Prevention. Fluorescent lamps, and other HID lights when tested for disposal typically will exceed the TCLP (toxic characteristic leaching procedure) limit for mercury, and are a hazardous waste. The Contractor shall comply with pollution prevention mandates (Presidential Executive Order #13148 and the Pollution Prevention Act) and install fluorescent lamps, HID lights, and bulbs that are either mercury-free or the mercury content is below the current hazardous waste standard of 0.20 ppm (parts per million). Fluorescent lamps, HID lights, and bulbs that routinely contain mercury shall have permanent manufacturer labeling stating that the lamp, light, or bulb "Contains Mercury" or is "Mercury-Free." Fluorescent lamps and HID lights containing mercury shall be returnable to the manufacturer for regeneration/recycling to the greatest extent possible.

6.4 PAINT, LATEX (ARCHITECTURAL AND ARCHITECTURAL ANTI-CORROSIVE). The following specifications and restrictions apply to all architectural and architectural anti-corrosive paints used during the course of this contract.

6.4.1 Paint Volatile Organic Compound (VOC) Restrictions. Due to the documented health risks associated with high VOC levels the limits listed in Table 1 list maximum allowable VOC content (grams/liter and pounds/gallon) for each type of paint.

Table 1. Aberdeen Proving Ground (APG) VOC Limits for Paints

<u>Type of Paint</u>	<u>VOC (grams/liter)</u>	<u>VOC (pounds/gallon)</u>
Interior Architectural Flat	50 g/l	0.42 lb/gal
Non-Flat	150 g/l	1.25 lb/gal
Exterior architectural Flat	100 g/l	0.83 lb/gal
Non-Flat	200 g/l	1.66 lb/gal
Anticorrosive Flat	250 g/l	2.1 lb/gal
Semi-Gloss	250 g/l	2.1 lb/gal
Gloss	250 g/l	2.1 lb/gal

6.4.2 Paint Inorganic Component Restrictions. Paints often contain inorganic and organo-metallic components used as preservatives, additives, and pigments. Table 2 lists the base inorganic components prohibited by Aberdeen Proving Ground standards.

Table 2. Inorganic Components Prohibited by Standards for Paints

- Antimony
- Cadmium
- Hexavalent
- Chromium
- Lead
- Mercury

6.4.3 Paint Organic Compounds Restrictions.

Organic chemical compounds in paint affect a number of paint characteristics from how smoothly the paint flows to its freeze resistance. Table 3 lists all compounds prohibited from use under this contract.

Table 3. Prohibited organic compounds.

Methylene chloride
 1,1,1-Trichloroethane
 Benzene
 Toluene (methylbenzene)
 Ethylbenzene
 Vinyl chloride
 Naphthalene
 1, 2-Dichlorobenzene
 Di (2-ethylhexyl) phthalate
 Butyl benzyl phthalate
 Di-n-butyl phthalate
 Di-n-octyl phthalate
 Diethyl phthalate
 Dimethyl phthalate
 Isophorone
 Formaldehyde
 Methyl ethyl ketone
 Methyl isobutyl ketone
 Acrolein
 Acrylonitrile

6.4.4 Packaging. The paint cans and their components shall not be fabricated with lead.

6.5 Emergency Planning and Community Right-to Know

6.5.1 EPCRA Requirements

6.5.1.1 The contractor shall inform workers, subcontractors, and Aberdeen Proving Ground of all hazardous materials that will be used during the contract.

6.5.1.2 The contractor shall secure all hazardous materials from the elements, leakage, and entry by unauthorized individuals.

6.5.1.3 The contractor shall maintain active current inventories of all hazardous material and hazardous waste that they manage on-site.

6.5.1.4 The contractor shall maintain a current Material Safety Data Sheet (MSDS) file for each and every hazardous material used on-site (APG) during this contract.

6.5.2 EPCRA Reporting

6.5.2.1 The contractor shall provide the installation DSHE Environmental Compliance Division (ECD) Pollution Prevention Office a list of all hazardous and regulated materials brought onto the installation during execution of the contract. No exceptions.

6.5.2.2 An initial list shall be provided before any hazardous materials are brought onto the installation. The list shall include chemical/brand name, quantity (in pounds only) with an attached copy of the material safety data sheet (MSDSs) for each item listed. Additions to the quantities previously listed and new items shall be provided over the life of the contract as the contractor determines the necessity to bring more hazardous materials onto the installation.

6.5.2.3 At the end of the contract or 31 December of each calendar year, whichever comes first, the contractor shall provide the total amount of each chemical used, total amount of waste residues, and total amount of excess hazardous or regulated material removed from the installation or turned over to the Government for use.

6.6 After meeting the requirements of Section 6.0 of this specification only hazardous and regulated material essential to the performance of the contract shall be brought onto the installation.

7.0 LOCATION OF STORAGE AND SERVICE FACILITIES. The location of the Contractor's storage and service facilities shall be limited to job/construction site. The preservation of the landscape shall be a prime consideration in the selection of all sites and in the construction of buildings. Plans showing storage and service facilities, including storage tanks shall be submitted for written approval to the Contracting Officer. Where buildings or platforms are constructed on slopes, the Contracting Officer may require cribbing to be used to obtain level foundations. Bench or leveling of earth is not permitted without written Government approval.

7.1 HAZARDOUS MATERIAL STORAGE TANKS AND FACILITIES. The contractor shall assure that all hazardous material storage tanks and facilities are physically separated from immediate working area. Hazardous material storage facility(s) and tank(s) shall be secured from the elements and entry by authorized individuals. Tanks shall have secondary containment to protect against leaks and grounded to protect against electrical charges and sparking. All delivery or loading surfaces shall be impervious and curbed where necessary to insure against spills and leaks to land or water. If secondary containment is open to the environment it shall be designed and maintained to prevent migration of hazardous materials into ground water, surface water, or evaporation into the air.

7.2 STORAGE AND STAGING OF WASTE. The Contractor shall not store hazardous waste (as defined by 40 CFR, Part 261) for a period of more than (90) calendar days. The Contractor shall obtain written Government approval before the storage of hazardous waste. Wastes removed from CERCLA clean-up actions shall be stored as indicated in the specifications unique to the clean-up action. Transport of hazardous waste on to APG is forbidden, including transport of hazardous material/waste over public roads (i.e., from the Edgewood Area to the Aberdeen Area or vice-versa). Upon determination that a waste is hazardous the Contractor shall immediately notify the DSHE for in order to determine pick-up, transportation and waste disposition requirements. The Contractor shall containerize, label, stage, and manage the waste while awaiting pick-up. In addition, the containerization, labeling, removal, transportation, and disposal of hazardous materials and waste shall be accomplished in accordance with the requirements outlined in State of Maryland Regulation (COMAR Title 26), Federal EPA (40 CFR), Department of Transportation (DOT) (49 CFR), Occupational Safety and Health Administration OSHA (29 CFR), Department of Army applicable regulations, Aberdeen Proving Ground RCRA/TSCA Part B permit and applicable local regulations. All costs incurred for the disposal of Contractor-generated hazardous waste are the responsibility of the Contractor.

7.2.1 Roll-offs. The covered top roll-offs used to store hazardous waste shall be approved for hazardous waste and marked as required by hazardous waste regulations.

8.0 PESTICIDES. The methods, application and use of pesticides shall be reviewed and approved by the Government in writing. The Contractor shall obtain the necessary application and handling standard operating procedures (SOPs) from the APG Entomologist for correct guidance to prepare the application plan. Additional references include CHPPM "Pesticide Hotline," AR420-76, Technical Manual (TM) 5-629 and TM 5-632."

9.0 DISPOSAL OF WASTES

9.1 HAZARDOUS WASTE. The Contractor shall not transport or dispose of any Government-generated hazardous waste (pre-existing wastes on Aberdeen Proving Ground). The transport of hazardous waste onto Aberdeen Proving Ground by the Contractor is forbidden. The Government will dispose of Government generated hazardous waste through the DSHE Treatment, Storage and Disposal Facility (TSDF) and the Contractor shall coordinate through the COR to arrange for pick-up and disposal by the Government. The Contractor shall make arrangements through the COR for the disposal of Contractor generated hazardous waste (wastes generated as a result of Contractor operations) on the installation during the course of the contract. All fines and costs incurred for the clean up, storage, containerization, transportation, disposal and management of Contractor-abandoned hazardous waste shall be the responsibility of the Contractor.

9.2 NON-RCRA/TSCA AND INDUSTRIAL WASTES. The method of disposal, transporter, and the disposal site for non-RCRA and/or industrial wastes shall be approved in writing by DSHE-TSDF manager. The Contractor shall submit this information through the COR to the DSHE-TSDF for approval in writing. All copies of the shipping manifests shall be forwarded to DSHE-ECD (TSDF) through the COR within 24 hours. Commercial site receipt copies of manifests and/or bill of lading shall be provided through the COR to the DSHE-ECD (TSDF) within (20) calendar days of shipment from the installation.

9.3 SURETY/SUSPECT SURETY MEDIA AND DEBRIS. The Contractor shall not dispose, handle or remove any surety items. Only the Government will handle, remove or dispose of surety items.

9.4 MIXED WASTE (RCRA/TSCA/NRC/ETC.). The Contractor shall not transport or dispose any mixed waste. The removal and disposal of mixed wastes will be performed by the Government.

9.5 RADIOLOGICAL WASTE. The contractor shall submit a request through the COR to the responsible DSHE program manager and receive approval prior to any action to demolish or remove radiological waste/debris. All radiological waste disposals will be performed by the Government.

9.6 SOLID WASTE. The contractor shall coordinate all demolition/removal/disposal action(s) of construction/demolition (rubble) wastes with the Government.

10.0 SPECIFIC DISPOSAL METHODS.

10.1 BUILDING DEMOLITION. Demolition debris from buildings identified as contaminated through field surveys, known to contain environmental contaminants, or suspected of being contaminated, shall be removed and disposed of by methods consistent with protecting the environment. The demolition shall be accomplished without the release of gas, solid or liquid matter to the environment. The following references apply:

- a. Code of Maryland Regulations (COMAR) 26.11.06.03.D (3)
Particulate Matter from Materials Handling and Construction
- b. COMAR 26.11.06.02 Visible Emissions
- c. COMAR 26.11.06.08

10.1.1 Disposal of Lead Painted Building Debris. Building and/or building demolition debris shall be Toxicity Characteristic Leaching Procedure (TCLP) lead tested prior to either demolition or disposal if lead paint was identified during the field survey. The TCLP lead testing shall be performed by a Government approved sampling and/or analyses Contractor(s). The Contractor shall be responsible for the proper handling, containerization, labeling, and storage until removal for disposal.

10.1.2 Lead Contaminated Hazardous Waste (5ppm or greater TCLP). Debris contaminated with a TCLP lead reading of 5 ppm (mg/l) or greater is a hazardous waste. Lead-contaminated debris determined to be a hazardous waste shall be placed in a roll-off drum or any other container approved for hazardous waste storage. All containers shall be labeled with a hazardous waste label and annotated with the following "lead contaminated debris, EPA D008" in accordance with RCRA hazardous waste regulations. The Government will dispose all hazardous waste generated. The Contractor shall contact DSHE program manager through the COR to make arrangements for pick-up and disposal of all hazardous waste.

10.1.3 Lead Contaminated Debris (less than 5 ppm TCLP). Lead contaminated debris (less than 5 ppm) is an industrial waste. Most rubble fills do not have liners and leachate collection systems. This type of contaminated debris shall be disposed of in a lined landfill (COMAR 26.04.07.19. reference Maryland Department of the Environment Lead Paint Hazard Fact Sheet #6).

10.2 DEMOLITION OF ELECTRICAL EQUIPMENT CONTAMINATED WITH POLYCHLORINATED BIPHENYLS (PCB). Electrical equipment (i.e., transformers, switches, capacitors, ballast, etc.) which contains PCB-contaminated dielectric materials shall be handled as a hazardous waste as required by the Toxic Substances Control Act (TSCA). The Government shall dispose the PCB contaminated items, unless previous written approval has been granted by DSHE program manager through the COR for disposal other than through the installation hazardous waste Contractor. The Contractor shall weigh, containerize, and label all PCB contaminated equipment and debris in accordance with applicable regulations.

10.3 DEMOLITION OF ELECTRICAL (MERCURY) EQUIPMENT. Electrical items (i.e., switches, thermostats, thermometers, bulbs, fluorescent tubes, and other electrical items) containing toxic characteristic leaching procedure (TCLP) mercury in concentrations of 0.20 ppm (parts per million) or greater shall be consolidated, containerized, and labeled by the Contractor for final disposition by the Government.

10.4 ASBESTOS DISPOSAL. The Contractor shall provide a disposal plan, transporter and disposal site information through the COR to the DSHE-TSDF for written approval. There shall be no off-site transportation or disposal of asbestos containing wastes until the DSHE-ECD (TSDF) reviews and approves in writing the disposal plan, transporter, method of disposal, and the disposal site. All completed manifests/bills of lading, and the analytical results of the waste shipped by the approved transporter/disposer shall be returned to the DSHE-ECD (TSDF) through the COR within 24 hours of shipment. The signed disposal facility copy shall be returned through the COR to the DSHE-ECD (TSDF) within (20) calendar days of shipment.

10.4.1 Asbestos/Lead Paint Waste/Debris. Waste/debris containing asbestos, and 5 ppm (mg/l) or greater lead determined by the TCLP test, is a mixed RCRA/TSCA waste. It shall only be disposed of at a licensed Government approved disposal facility. The Contractor shall containerize, mark, and stage the waste for Government removal. All containers of lead contaminated debris (5 ppm or greater) shall be packaged and labeled and managed as a hazardous waste in accordance with State and Federal regulations.

10.5 DEMOLITION OF REFRIGERATION EQUIPMENT. The Contractor shall not release refrigerants/ ozone-depleting substances (ODS), or ozone-depleting chemicals (ODC) to the environment during demolition or up-grade of the existing system. All service personnel shall have the necessary training and certifications to accomplish such removal actions. All equipment shall meet U.S. Environmental Protection Agency (EPA) (40 CFR 82.158(b) (1)) and/or Air Conditioning and Refrigeration Institute (ARI) 740-1993 standards and certifications. At the discretion of the Government the contractor shall either recover all Freon for reuse or turn the recovered Freon over to the Government for shipment to DOD Reserve Bank, or disposal. The contractor is prohibited from releasing Freon to the land, water or air.

10.6 CONTAMINATED SOIL STAGING AND DISPOSAL.

The Contractor shall not deposit, spread or dispose of any excavated soils removed from Aberdeen Proving Ground contaminated site(s) unless specifically authorized by the Government in writing to dispose of such soils at a Aberdeen Proving Ground or commercial site. The Contractor shall comply with all EPA 40 CFR, RCRA Subtitle C and D requirements while excavating, staging, storing containerizing, transporting, and/or disposing of contaminated soils. Contaminated soils shall be stored on and covered with 30 ml plastic to minimize emissions and run-off. Storage piles shall be surrounded by straw bails to minimize erosion and capture run-off during inclement weather. If the work is to be performed on or near a CERCLA (Superfund) site the Government will advise the Contractor of applicable work requirements and agreements. In most

cases 100% total composition analysis shall be accomplished of sample for environmental purposes. Waste analyses (EPA and/or State methods) are required prior to disposal.

10.7 REMOVAL ACTIONS FROM NON-NATIONAL PRIORITY LIST (NPL) SITES. Some areas of the Aberdeen and the entire Edgewood Area of Aberdeen Proving Ground are suspected or known contaminated areas. To greatest extent practicable sampling/analysis for environmental purposes shall be accomplished during the soil boring/evaluation process or during occupational sampling process prior to excavation of soils for those sites with out adequate analysis results. All soils, debris, materials or wastes, that are known to be hazardous waste shall be containerized, stored, transported, and disposed in accordance with COMAR 26.13 and 40 CFR. The 90-day rule applies from the time that the waste is removed from the ground. The Contractor shall properly stage and manage the waste while waiting for Government pick-up. The Contractor shall expeditiously (within 24 hours) arrange for pick-up.

10.8 SUSPECT HAZARDOUS WASTE MEDIA AND DEBRIS. The 90-day storage/removal rule applies if the removed soils, debris, materials or waste are suspected to be a hazardous waste. The Contractor shall properly stage and manage the waste while awaiting composition analyses and Government pick-up. The Contractor shall expeditiously arrange for pick-up.

10.9 MEDIA AND DEBRIS OF UNKNOWN COMPOSITION. If the removed soils, debris, materials, or waste are of unknown composition then the 90 day storage requirements begin once the analysis determines the material to be a hazardous waste. Staged materials shall be stored on impervious surfaces in a bermed area with a cover, lined roll-off with cover, or similar covered containment device to protect from exposure to the elements. The storage or staging site shall be inspected and managed to ensure against leakage or emission of hazardous constituents that may be contained in the waste. The sampling and analysis will be conducted in a timely manner by the Government. For remedial actions conducted under CERCLA, the Contractor shall be responsible for this sampling.

10.10 MEDIA AND DEBRIS FROM INSTALLATION RESTORATION PROGRAM (IRP) SITES. All wastes (media/debris) to be staged or removed from any IRP site shall be handled in accordance with state and federal guidance provided in interagency agreements and identified in other specifications of this project. The contractor shall have the required credentials/licenses to perform work on an IPR site. Disposal of media/debris in corrective action management units (CAMU) or other approved sites shall be managed in accordance with all applicable Federal and State agreements and regulations. Investigative derived wastes shall be properly containerized, labeled, stored and managed until final disposition. The Government will dispose of all media and/or debris determined to be hazardous waste. Arrangements for disposal shall be made with the DSHE program manager through the COR.

10.11 CONTAMINATION ENCOUNTERED DURING CONSTRUCTION. If contamination is encountered during excavation or construction, the site must be remediated before the activity can continue. The Contractor shall immediately notify DSHE program manager through the COR if any contamination or suspect contamination is detected or if remediation is required (see paragraph 16.4).

10.12 INDUSTRIAL WASTE. Contractor generated industrial waste shall not be stockpiled on-site for more than (30) calendar days.

10.13 LIQUID STRIPPER WASTE. Liquid wastes (from stripping lead paints etc.) shall be containerized in compatible containers, marked as hazardous waste and labeled as to the actual contents in accordance with RCRA hazardous waste regulations.

11.0 SEWER DISCHARGES. The Contractor shall perform analyses to determine the composition of all media that are proposed for discharge to the sewer system. The Contractor shall assure that the discharge is within Aberdeen Proving Ground permit parameters. The Contractor's laboratory shall meet the requirements of Section 17 of this specification. As a quality assurance measure the Government will randomly verify analytical results through Government or contract laboratories.

11.1 STERILIZATION/DISINFECTION. Waters with detectable chlorine shall not be discharged to the waters of the State (note the State includes groundwater and surface waters as waters of the State). The Contractor shall obtain approval in writing from the responsible DSHE program manager through COR.

12.0 QUARANTINED AREA BY DEPARTMENT OF AGRICULTURE. The installation is within an area that has been quarantined by the Department of Agriculture to prevent the spread of certain plant pests that may be present in the soil. The Contractor shall thoroughly clean all soil residues from all vehicles, construction equipment at the construction site by high-pressure washer or other methods that will assure complete removal. Water use will be restricted to the minimum to clean a vehicle. Non-chlorinated water from washing must stay on site and not be allowed to run-off to waters of the State. Chlorinated wash waters must be diverted to a sanitary sewer. The Contractor shall make arrangements and obtain written authorization through the COR to use wash racks on post. Hand tools shall be thoroughly cleaned by brush or other means to remove all soils. Transporting and disposal of soils and related debris will be in accordance with quarantine requirements.

13.0 HISTORICAL SIGNIFICANCE AND UNEARTHING OF ARTIFACTS. Project areas shall be reviewed for impact to cultural resources prior to any ground disturbance. If artifacts or items of significance are unearthed or discovered during construction the Contractor shall cease the action and immediately notify the DSHE program manager through the COR. It is a Federal offense for unauthorized person(s) to recover artifacts from federal property.

13.1 The Contractor shall not demolish, modify or alter a historical structure or area without the written consent of the Installation Historic Preservation Officer and/or the State Historical Preservation Office (SHPO). All archaeological areas and historical structure SHPO applications and design modifications to historic structures require DSHE approval prior to issuance of the "notice to proceed."

14.0 PROHIBITED MATERIALS DURING CONSTRUCTION AND RENOVATIONS, POLLUTION PREVENTION.

Materials/items/equipment used for construction and renovations shall not be of a nature that they will cause environmental damage, contribute to future environmental concerns or disposal problems.

14.1 DIELECTRIC FLUID CONTAINING ELECTRICAL EQUIPMENT. The Contractor shall not install any new electrical equipment (capacitors, lighting, ballasts, etc.) that contains any PCBs. All equipment shall be permanently labeled by the manufacturer as PCB free.

14.2 LIGHTING. Fluorescent Lamps and HID lights when tested for disposal will typically exceed the TCLP limit for mercury, and are hazardous waste (OSWER, EPA, DC, letter dated 7 Dec 1992; and report dated 14 May 1993). All fluorescent lamps, HID lights, and bulbs shall be permanently labeled by the manufacturer as "Containing Mercury" or "Mercury-Free." Mercury containing items shall be returnable to the manufacturer for regeneration or recycling to the greatest extent possible.

14.3 PAINT (PROTECTIVE COATING). All architectural (interior and exterior) and anti-corrosive paints shall meet the Aberdeen Proving Ground/EPA/Industry/Green Seal GS-03 Standard of the Environmental Protection Specification-01561 (see sections 6.4 through 6.4.4) for chemical and packaging restrictions and COMAR 26.11.33 (Air Quality, Architectural Coatings). The Contractor is responsible to ensure that all paints are environmentally preferable and are of either low-toxic or non-toxic composition. All paints shall be free of persistent bio-accumulative toxins-PBTs (e.g. lead, mercury).

14.4 ASBESTOS RESTRICTIONS. Asbestos containing materials shall not be installed. Where material matching (i.e. roof corrugated sheeting, building siding) is required, equivalent concrete based or other equal substitutes shall be used.

14.5 SOLDER AND FLUX. Solder and flux shall be heavy metal free (i.e., lead, cadmium, silver, etc.) to the greatest extent possible.

15.0 RADIATION EMITTING EQUIPMENT. Any radiation emitting equipment, sources, materials, and other similar type items must be properly, registered, licensed, etc. The Contractor shall obtain the commander's written approval prior to bringing any sources on to Aberdeen Proving Ground.

16.0 ENVIRONMENTAL PERMITS. The Contractor shall not proceed with the construction, renovation, or modifications until all of the required regulatory approval or permits are obtained. Any penalties, fines or costs resulting from stop orders due to actions proceeding without approval/permits shall be assessed against the Contractor.

16.1 RCRA PERMITTED FACILITIES. State of Maryland notification is required for all upgrades, additions, and/or changes to a RCRA permitted facility. The user/Contractor shall supply the required specifications, drawings, description of work, and pertinent data through the COR to DSHE so it can be forwarded to the State. The work shall not be performed until the State approval is received.

16.2 UNDERGROUND STORAGE TANK (UST) AND ASSOCIATED SYSTEM COMPONENTS. If any of the installation or maintenance of fuel oil lines that involve the connection to underground fuel oil piping or changes to a UST system or system installation requires a Maryland certified installer. The certified installer shall be present on site during all installation actions. The connections shall be made in accordance with COMAR 26.10 and the complete system shall be precision tested after completion with a State approved method. The Contractor shall notify DSHE program manager through the COR prior to installation or maintenance work to ensure that all State registration and notification requirements have been met.

16.3 HAZARDOUS MATERIAL, INDUSTRIAL WASTE AND RCRA WASTE HOLDING TANKS. The contractor shall notify DSHE program manager through COR prior to installation or removal of tank(s). All RCRA storage or treatment tanks that exempt from RCRA permitting requirements shall be State registered (COMAR 26.13.03.05.E (1) (i)) prior to placement into service. The Contractor shall provide the following information within (30) calendar days of installation or removal of any tanks.

- a. Date of installation.
- b. Secondary containment capacity.
- c. Type of installation: aboveground, on-ground tank, or underground.
- d. For underground tanks, whether the tank can be entered for inspection.
- e. Chemical name, CAS number and/or waste code(s) of each hazardous material or hazardous waste stored or managed in the tank.

16.4 HAZARDOUS AREA WORK PERMITS OR SITE SPECIFIC HEALTH AND SAFETY PLANS. Hazardous materials include, but are not limited to, chemical surety materials, hazardous chemicals, carcinogens, asbestos, explosives, radioactive materials, UXO's, etc. However, if during such operations such as excavation or demolition, hazardous materials should be encountered, Contractor personnel shall immediately discontinue work in that area and notify DSHE through the COR. These hazardous materials may be encountered at work sites at Aberdeen Proving Ground. Where work sites are in known or suspected to contain hazardous materials, a Hazardous Area Work Permit (HAWP) will be included in the Statement of Work. The Contractor shall also develop a Site Specific Health and Safety Plan prior to initiating work on the site. Similarly, where excavation is required, an excavation permit is required. These permits will indicate the type of hazard and the special requirements to be followed in the work area. The Contractor shall post a copy of the permit(s) in full view at the work site. The Contractor shall be responsible to inform all his personnel and assure they conform to all special requirements directed by the permit(s). This conformance will be monitored by Installation Safety Officer or his designated representative. Non-conformance shall result in a work stoppage until the situation is corrected to the satisfaction of the COR, at no expense to the Government.

16.4.1 The work site is not known or suspected to contain hazardous if a HAWP, requirement for a safety and health plan, excavation permit, and/or statement regarding hazardous materials is not included in the Statement of Work. However, during operations such as excavation or demolition, hazardous materials may be encountered. Contractor personnel encountering hazardous or unknown materials in which they are unsure of possible contamination or action to take, shall immediately discontinue work in that area and notify the responsible DSHE program manager through the COR or his representative. Work may resume after the identification of material and/or the Government takes appropriate actions and notifies the Contractor of work restraints, if any, caused by the material.

16.4.2 Claims for additional costs due to requirements beyond the scope of the Statement of Work shall be submitted in accordance with applicable contract clauses.

16.5. National Environmental Policy Act (NEPA). The Contractor shall ensure that an approved NEPA document, a written "Categorical Exclusion (CX)" or Record of Environmental Consideration (REC), Environmental Assessment (EA), or an Environmental Impact Statement (EIS) is provided with the "notice to proceed." All delays and costs associated with NEPA approval and/or validation after issuance of the "Notice to Proceed" are the responsibility of the Contractor.

17.0. CONTRACTOR'S SUPPLIED SAMPLING AND ANALYSIS SERVICES. All sampling and/or analysis laboratories shall be EPA and/or State certified and licensed. In some instances other Federal Agencies or national certifications may apply. All U.S. Army Corps of Engineers (ACOE) managed projects shall require ACOE Certification. The laboratory shall submit the Quality Assurance/Quality Control (QA/QC) plan, Health and Safety Plan, Sampling and Analysis Plan/EPA methods/SOPs, certifications and accreditation through the COR to DSHE program manager for approval. The Contractor is responsible for assuring that the analysis laboratory is qualified and has the licensing/certification to perform the sampling and/or analysis required.

END OF SECTION 01561

ATTACH C - BLDG INFO CHECKLIST

**ATTACHMENT C
BUILDING INFORMATION CHECKLIST/
PROJECT COMPLETION REPORT**

Check One: <input type="checkbox"/> New Construction <input type="checkbox"/> Renovations <input type="checkbox"/> Maintenance & Repair

Start Date: _____ Completion Date: _____ Work Request #: _____ Contract #: _____ Contract Amount: _____ Facility #: _____ # Floors: _____	Beneficial Occupancy Date: _____ User of Building: _____ Delivery Order #: _____ Contractor: _____ Project Inspector: _____ Project Manager: _____
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Building Dimensions and Construction Materials: (Include only information added or changed by new construction, renovations or upgrade.)

Building Outside Dimensions	Length (LF)	Width (LF)
Main Building		
Wings		
Offsets		
Basement		
Attic		
Porches, covered		
Roof		
Foundation		

Other Building Data	Feet
Ceiling Height Main Building	
Ceiling Height Basement	
Door Height	
Door Width	
Fire Rating Code	Code

Construction Materials	Type
Principal Structural Material	

Secondary Structural Material	
Wall Material Code	
Exterior Wall Material	
Interior Wall Material	
Floor Surface Material (floor 1)	
Surface Course Material Descriptions (for pavements, floor 1)	
Sub-floor Material (floor 2)	
Base Course Materials (floor 2)	

Additional Construction Materials	Type	
	Foundation Form	Pile or Foundation Material
Foundation		
	Roof Type	Roofing Material
Roof Support		
Roof Deck		
Roof Surface		

Construction Materials (Pavements)	Type
Surface Course Materials	
Base Course Materials	

Utility Connections, Information and Fuel Data:

Utility Connections	Number of Pipes	Diameter of Each Pipe	Capacity of all Inlet Pipes	Available or Connected? (Yes/No)
Water				
Gas				
Sewer Pipe				
Storm Sewer Pipe				
Steam				
Condensate				
Communications				

System	Energy Type	Source Location	Fuel Description	Air Circulation
Heating				
Air Conditioning				
Hot Water				
Steam				
Electrical				

Electric	Phase	Voltage	Wire Size	Connected Load – AMPS	Connected Load – KVA

Building Systems:

Nomenclature	UM	Amount of UM	Description
Fire Protection System			
Closed Head Auto Sprinkler	Heads		
Open Head Deluge System	Heads		
Auto Fire Detection System	Heads		
Manual Fire Alarm System	Each		
CO2 Fire System	Each		
Foam Fire System	Each		
Other Fire System	Each		
Halon 1301 Fire System	Each		
Security System			
Security Alarm System	Each		
Heating System			
Heating Plant	Millions of BTU		
Storage Tank for Heating Fuel	Gallons		
Air Conditioning System			
Central A/C Plant	Tons		
Electrical System			
Emergency Electric Power Generator	KVA		
Storage Tank for Generator Fuel	Gallons		
Hot Water			

Installed Building Equipment (Real Property):

Item	Size/Quantity	Units	Model	Description
Evaporative Coolers		CFM		
Hot Water Heater		Gallons		
Exhaust Fan		CFM		
Wash Basin		Each		
Water Closet		Each		
Urinal		Each		
Utility Sink		Each		
Refrigerated Drinking Fountain		Each		
Heating Plant under 750 MB/Hr		MB		
Forced Air Heating		BTU		
Other Heating		BTU		
Dehumidifiers		GPM		
Elevators		LBS & PN		
Theater-type Seats, bolted to floor		PN		
Other (SPECIFY)				

Associated Utilities and Structures:

Nomenclature	UM	Amount of UM	Cost	Comments
Primary Elec. Dist Line OH	LF			
Transformers	KVA			
Power Poles	EA			
Secondary Elec. Dist Line OH	LF			
Primary Elec. Dist Line UG	LF			
Exterior Street Lighting or Parking Area Lights	EA			
Gas Mains	LF			
Septic Systems	KG			
Sanitary Sewer	LF			
Water Dist Mains	LF			
Fire Hydrants	EA			
Curbs & Gutters	LF			
Driveway	SY			
Roadway	SY			
Vehicle Parking	SY			
Storm Drain	LF			
Fence, Security	LF			
Fence, Interior	LF			
Sidewalk	SY			
Transformer Vault (four or more transformers)	SF			
Telephone Duct	LF			
Telephone Pole	LF			

Detailed explanation of work completed:

--

As-built Drawings Forwarded to:	Date:
---------------------------------	-------

Disk Red Line None

Completed By _____ Date _____

Forward completed form to Real Estate, Bus Mgmt Div, DIO AMSSB-GIO-B

SECTION C SPECIAL INSTRUCTIONS

CSL1 IDENTIFICATION OF OZONE DEPLETING SUBSTANCES

a. The following required Class I Ozone Depleting Substances (ODS) have been identified and approved for use under performance of any resultant contract.

(X) None.

(_) (List any approved ODS requirements): _____

b. If during performance of the contract, an approved Class I ODS is discovered, the contractor is encouraged to notify the contracting officer immediately.

c. The ODS restrictions apply to subcontracts as well.

CSL2 CLASS I OZONE DEPLETING SUBSTANCES

a. Per Section 326 of Public Law 102-484, effective 1 Jun 93, specifications and standards cannot require the use of Class I ozone depleting substances (ODS) without approval. There are some cases where

a specification or standard allows the use of an ODS, but does not specifically require its use. A situation of this type does not require substitution under the law.

b. If this requirement allows, but does not require, the use of a Class I ODS, although it is not mandatory for the contractor to use a non-ODS substance, the contractor is encouraged to give preference to using the non-ODS choice.

CSL3 OSHA STANDARDS

Contractor must comply with all applicable OSHA standards.

CSL4 IDENTIFICATION OF CONTRACTOR EMPLOYEES

a. All contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. The badges shall be colored white with black lettering and a minimum badge size of 1.5 inches tall by 3 inches long. A company logo may be placed on the badge, at the company's discretion. No other items may be placed on the badge.

b. Contractor workspace (office, laboratory, desk) shall contain a sign signifying the space is occupied by "contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location with the COR.

c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars.

d. All contractor correspondence (written, facsimile, and email display) shall include their company name.

Section E - Inspection and Acceptance

SECTION E SPECIAL INSTRUCTIONS**ESL1 INSPECTION AND ACCEPTANCE (AUG 1999)**

Inspection and acceptance of the supplies or services called for by this procurement shall be performed at the destination (s).

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1000	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
2000	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
3000	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
4000	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
5000	N/A	N/A	N/A	Government
5001	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-12

Inspection of Construction

AUG 1996

Section F - Deliveries or Performance

SECTION F SPECIAL INSTRUCTIONS

FSL.1 DELIVERY ORDERS:

Separate delivery orders will be issued against any contract awarded as a result of this solicitation and shall be issued by written order signed by the Contracting Officer.

Delivery orders shall be issued on a firm-fixed-price basis under the terms and conditions of the basic contract.

The contractor shall begin performance within the time specified in the order and shall complete it not later than the date specified by the order.

The task order shall define the work to be done, the price to be paid, and the delivery schedule. The contractor shall indicate acceptance of the terms and conditions of each delivery order by completing the acceptance block on the face of each order.

FSL.2 CONTRACT PERIOD:

Any Contract awarded, as a result of this solicitation shall become effective on the date of award and shall continue for one year thereafter at which time it will be subject to issuance of the appropriate option period at the discretion of the Contracting Officer.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1000	1 yr. ADC	1	SEE SCHEDULE . . APG MD 21005-5001 FOB: Destination	SCHED
1001	10 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
2000	1 yr. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
2001	10 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
3000	1 yr. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
3001	10 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4000	1 yr. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
4001	10 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED

5000	1 yr. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED
5001	10 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED

CLAUSES INCORPORATED BY REFERENCE

52.242-14 Suspension of Work

APR 1984

Section G - Contract Administration Data

SECTION G SPECIAL INSTRUCTIONS
GSI.1 ARMY ELECTRONIC INVOICING INSTRUCTIONS

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)
- Web Invoicing System (WInS) (<https://ecweb.dfas.mil>)
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)
- Other (please specify) See Clause AMCAC 52.0242-4002 listed in Section G

DFAS POC AND PHONE: Steve Lang, 309-782-9223

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Rock Island (HQ0303), Operations Location Building 68, Attn: DFAS-RI-FPT, Rock Island, IL 61299-8300, at 888-332-7742, or faxed to 877-426-4270. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT

- Commercial Item Financing
- Construction Invoice (contractor only)
- Invoice (contractor only)
- Invoice and Receiving Report (COMBO)
- Invoice as 2-in-1 (Services only)
- Performance Based Payment (Government only)
- Progress Payment (Government only)
- Cost Voucher (Government only)
- Receiving Report (Government only)
- Receiving Report With Unique Identification (UID) Data (Government only)
 UID is a new globally unique "part identifier" containing data elements used to track DOD parts through their life cycle.
- Summary Cost Voucher (Government only)

CAGE CODE:	
ISSUE BY DODAAC:	
ADMIN BY DODAAC:	
INSPECT BY DODAAC:	
ACCEPT BY DODAAC:	
SHIP TO DODAAC:	
LOCAL PROCESSING OFFICE DODAAC:	
PAYMENT OFFICE FISCAL STATION CODE:	
EMAIL POINTS OF CONTACT LISTING:	
INSPECTOR:	
ACCEPTOR:	
RECEIVING OFFICE POC:	
CONTRACT ADMINISTRATOR:	
CONTRACTING OFFICER:	
ADDITIONAL CONTACT:	
FOR MORE INFORMATION CONTACT:	

GSI.2 SUBMISSION OF INVOICES

a. The Contractor shall submit an original and two copies of each invoice to the finance office indicated in Block 27 of the Standard Form 1442.

b. One copy of each invoice shall also be simultaneously furnished the Contracting Officer's Representative (COR) at the address indicated on the COR appointment letter.

GSL3 INSTRUCTIONS TO PAYING OFFICE AND ADMINISTRATIVE CONTRACTING OFFICE

a. The Contracting Office representative is:

Name: KANDI A. MCDONALD

Organization Code: SFCA-NR-APC-F

Telephone Area Code and Number: 410-278-2372

DSN: 298-2372

FAX: 410-306-3777

Email: kandi.mcdonald@us.army.mil

b. Payment to the contractor shall be made in accordance with FAR Subpart 32.11, Electronic Funds Transfer.

c. Paying Office Information:

Telephone Inquiries: 309-782-9209, 9164 or 9171

FAX: 877-426-4270

Section H - Special Contract Requirements

SECTION H SPECIAL INSTRUCTIONS

HSL1 CONFORMANCE OF LABOR CATEGORIES

Labor categories not listed on a Department of Labor (DOL) wage determination must be conformed in accordance with applicable DOL regulations and subject to DOL review and acceptance. Risks associated with the incorrect conformance are borne by the contractor. If DOL determines that the conformed rate is incorrect and requires a higher rate to be paid, the contractor will not be entitled to compensation for the base year or the option years. Application of FAR 52.222-43 at the time of option exercise is limited to increases in labor categories initially included on the wage determination or increases in the conformed rate approved by DOL. For example, a labor category is conformed at \$6.00 an hour and the DOL review establishes \$8.00 an hour as the correct rate. No increase in entitlement is due for the base year. At the time of option exercise, the new wage determination provides for \$8.40 for that labor category. Entitlement at the time of option exercise would be the increase of \$.40 required by the wage determination or \$6.40. The contingency of an incorrect conformance is not a contingency within the meaning of FAR 52.222-43.

HSL2 INSURANCE REQUIREMENTS

The following insurance is required as a minimum in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman's compensation and employer's liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

Per Property
Each Person Occurrence Damage

Comprehensive General Liability \$500,000 None

Automobile Liability \$200,000 \$500,000 \$20,000

HSL3 GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

Section I - Contract Clauses

SECTION I SPECIAL INSTRUCTIONS**ISI.1 MULTIPLE AWARD TASK ORDER CONTRACT AND DELIVERY ORDER
CONTRACT OMBUDSMAN**

a. In accordance with FAR 16.505(b)(5), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

Ms. Carolyn Gonser
U.S. Army Contracting Agency
North Region Headquarters
11 Bernard Road, Building 10
Fort Monroe, VA 23651-1001

Telephone: (757) 788-5855
Facsimile Number: (757) 788-4179
E-mail Address: carolyn.gonser@monroe.army.mil

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the contracting officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made within 5 workdays of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

(1) Deny the contractor's complaint; or,

(2) Require that the contracting officer take corrective action regarding the complaint.

e. If the contracting officer does not agree with the decision of the ombudsman, the matter shall be referred to the cognizant Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-6	Brand Name or Equal	AUG 1999
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	SEP 2005
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.248-3	Value Engineering--Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005

252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Army Contracting Agency (ACA) Principle Assistant Responsible of Contracting (PARC) and shall not be binding until so approved.

(End of clause)

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

The Contractor shall be required to (a) commence work under this contract (See Specification No. IE51IE5J, paragraph C.1.2, for contract commencement and see paragraph C.4.1 for task order commencement) after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time stated for completion on the contract or the task order and shall include final cleanup of the premises.

(End of clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract or task order, the Contractor shall pay liquidated damages to the Government in the amount of \$226.01 for each calendar day of delay until the work is completed or accepted. **This rate applies to the base year task orders. The liquidated damages rate will be adjusted each year as determined by the Contracting Officer based upon changes in the Government pay scale and mileage rates when the options are exercised. If the Government elects to exercise an option period, an updated liquidated damage rate will be issued and incorporated into the modifications to the exercise option period. The new liquidated damages (LD) rate will remain in effect during the option period and only applies to orders issued during this period.**

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

(End of clause)

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

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: Submit modification pricing information as directed by the Contracting Officer.

(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 \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.00;

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

(3) A series of orders from the same ordering office within 15 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 10 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 beyond the last option period exercised.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of contract expiration of the base year or any option period exercised .

(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 day of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name 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.

(2) The insert name of SBA's contractor will notify the Army Contracting Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-- (1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (APR 2006)

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

Caribbean Basin country construction material means a construction material that--

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

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

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

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

Least developed country construction material means a construction material that--

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

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

WTO GPA country construction material means a construction material that--

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

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: N/A

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
 List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
 Include other applicable supporting information.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12% percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal 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:

N/A

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and 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:

N/A

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/VFDFAR1.HTM>

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

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

U.S. SMALL BUSINESS ADMINISTRATION
BALTIMORE DISTRICT OFFICE
CITY CRESCENT BUILDING, 6TH FLOOR
10 SOUTH HOWARD STREET
BALTIMORE, MD 21201

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

(c) The Contractor agrees that--

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

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

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the Army Contracting Agency, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of task order drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on individual task orders.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

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)

52.204-3 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)

52.209-5 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 nonresponsive.

(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 (MAY 2004) - ALTERNATE I (APR 2002)

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

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

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

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

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

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

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

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

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

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

(a) Definition.

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

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

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

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

No. of Employees Avg. Annual Gross Revenues

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

(End of provision)

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

The offeror represents that --

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

(End of provision)

52.222-25 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)

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

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--

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

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

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

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

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

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

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

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

(C) Major group codes 20 through 39.

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

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

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

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(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 subject to this provision include: Cuba, Iran, 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)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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)

Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL INSTRUCTIONS

MULTI AWARD CONSTRUCTION TASK ORDER CONTRACT

L.1 52.0001-4100 PROPOSAL SUBMISSION INSTRUCTIONS

The contractor shall be required to submit a written proposal and present an oral proposal if determined to be in the competitive range.

L.2 WRITTEN PROPOSAL INSTRUCTIONS:**Time for Submission/Acceptance Period:**

Contractor shall submit his proposal by the time specified in Block 13 (A) of the Standard Form 1442.

Unless the offeror inserts a longer period of time on the SF 1442, Block 17, proposals shall remain valid for a period of 180 calendar days from date of receipt of proposal as specified in Block 13(D) of the SF 1442.

Proposals offering a shorter period of time than 180 calendar days shall be rejected as non-responsive.

Proposal Format:

Every offeror must submit a written proposal. Written proposals shall consist of the following information:

1. Fully executed Standard Form 1442 - 1 original hard copy.
2. Section B pricing information - 1 hard copy and 1 copy on disk.
3. Fully executed Contractor Certifications - 1 hard copy.
4. Fully completed Past Performance Questionnaires. Contractor shall submit questionnaires by the date and time specified for in the written proposals - 1 hard copy for each questionnaire.
5. The offeror shall submit the proposed job descriptions and all qualifications for each job classification with resumes for all proposed onsite key management personnel (to include the Quality Control Manager and Project Manager), quality control inspectors, office personnel, technical and engineering personnel, superintendents, safety and health personnel proposed to perform the direct day to day operations at Aberdeen Proving Grounds. Each individual's resume shall be no more than three (3) (8-1/2 by 11 inches) pages in length, using a "Courier 10 cpi" or similar type font. The format for the resumes shall be as follows: Any resumes submitted found not to meet the minimum experience requirements at C.6.5, C.9.4.1 and C.9.4.2. shall be rejected and not considered for award.

Name

Proposed Position

Status (i.e. full-time, part-time, etc.)

Special Training

Certifications

Accreditations

Education

Apprenticeships

Experience (in reverse chronological order) to include: Date of Employment (month/year), Employer, Job Title, and a concise description of experience, duties, and responsibilities. Include specific examples of the level of responsibility of the individual (with specific examples of the level of responsibility in their technical specialty). If in a management or supervisory position, give time (months) in the position, the number and type of personnel supervised, and the measure of individual success. Highlight experience that is directly pertinent to the proposed requirement - 4 hard copies and 1 disk copy of each job description classification and qualifications and 4 hard copies and 1 disk copy of all resumes submitted for key personnel.

6. Fully executed Amendments (If Applicable) - 1 hard copy of each amendment - In lieu of signed hard copies of each amendment, the contractor may elect to acknowledge all amendments on Standard Form 1442, Block 19.

L.3 ORAL PROPOSAL INSTRUCTIONS:

Time for Submission:

Schedule for Oral Presentations: Presentations will be scheduled with offerors considered to be in the competitive range (based on review of past performance questionnaires, initial pricing proposal, and resumes) as soon as possible (approximately 7 to 21 working days) after the closing date for receipt of written proposals. The contractor shall be given a minimum of 2 working days notice of the exact time and location for their oral presentation. All presentations will be given at Aberdeen Proving Ground, Maryland. The order in which offerors will make their presentations to the Proposal Evaluation Board (PEB) will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. Once offerors are notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. The oral presentation shall be presented by the proposed onsite key personnel proposed to perform under the contract to direct the day to day operations at Aberdeen Proving Grounds. Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process or installation security.

Oral Proposal Format:

Every offeror within the competitive range shall make an oral presentation. The Government will only review the contractor's initial pricing and past performance questionnaire, and resumes to determine the competitive range.

Oral Proposal Presentation Format: The oral presentation shall include information concerning the General Management Factor and Subfactors described paragraph L.4 below. All information the offeror wishes to have considered shall be presented in the oral presentation. The evaluation shall be limited to the information provided and nothing will be assumed.

a. Form of Presentations: Offerors will make their oral presentations to the Proposal Evaluation Board (PEB) in person by the proposed onsite key personnel and at a minimum shall consist of the quality control manager and the project manager. Submission of videotape or other forms of media containing the presentation for evaluation is not authorized and such proposals shall be rejected. The contractor shall be responsible for providing any audiovisual/computer equipment including projection screen if needed for their presentation. No equipment shall be provided by the Government.

b. Time Allowed for Presentations: Each offeror shall have a maximum of three hours in which to make its presentation to the PEB. After one hour and fifteen minutes there will be a fifteen minute intermission followed by the remaining one hour and thirty minutes.

c. Oral Presentation Documentation: Prior to the oral presentation, the offeror shall provide the PEB a brief presentation outline which shall include a listing of presentation topics along with names, firms and position titles of all presenters who will perform the oral presentation. The briefing outline shall be no more than (3) pages in length. Beyond the briefing outline, the Government will not accept for evaluation any other additional documentation (such as procedure manuals, administrative handbooks or guides, etc.), which may or may not have been referenced during the presentation.

d. Offeror's Presentation Team: The presentation shall be given by the offeror's proposed on-site key personnel who will perform or personally direct the day-to-day operations at Aberdeen Proving Ground. Only members of the offeror's on-site staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, but who are not currently employed by the offeror, may participate in the presentation. Within those constraints, offerors shall have the option of selecting the participants to make their firm's oral presentation to the PEB. A presentation given by anyone other than on-site key personnel shall automatically be considered unacceptable.

e. Clarification of Oral Presentation Points: After completion of oral presentation, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported in the presentation. Following the presentation, the offeror's key personnel must answer questions posed by the Government about the qualifications of the offeror and of themselves. Any such interchange between the offeror and the Government shall be for clarification only, and shall not constitute negotiations within the meaning of FAR 15.306(d). The time required for clarifications shall not be counted against the offeror's 3-hour time limit.

f. No price information shall be included in the presentation narrative or briefing charts; however, resource information, such as data concerning staffing, labor hours and categories, material, subcontracts, etc., may be contained in the presentation so that your understanding of the Statement of Work can be evaluated.

g. The Government will record (audio and video) the oral presentation. A copy of the recording shall be provided to the offeror as soon as practicable following the presentation. The oral presentation, all clarification questions and all information provided shall be incorporated into and made part of the contract.

L.4 GENERAL MANAGEMENT FACTOR: The following factor/subfactors shall be evaluated using the contractor's oral proposal presentation:

General Management Factor:

The Government will evaluate the Plans and Subfactors 1- 4 through the use of a formal oral proposal presentation. The presentation will be video recorded and will become the permanent record of the offeror's proposal for this factor and subfactors. The oral presentation video will be incorporated into any resultant contract. The offeror shall present a definitive oral proposal to achieve the end results that are set forth in the Government requirements. All information the offeror wishes to have considered shall be presented during the oral presentation. The evaluation shall be limited to the information provided and nothing will be assumed.

- Subfactor (1) Quality Control Plan**
- Subfactor (2) On and Off Site Management Plan**
- Subfactor (3) Safety and Health Plan**
- Subfactor (4) Environmental Compliance Plan:**

Subfactor (1) Quality Control Plan: Offeror shall discuss proposed Quality Control Plan. The plan shall describe Offeror's inspection system for covering all services to include areas to be inspected on either a scheduled or unscheduled basis, how daily inspections will be performed and individual(s) (by title) who will perform the inspections, procedures for correcting unacceptable services and timeliness of correcting unacceptable services. The offeror should also discuss specific methods of identifying and preventing deficiencies in the quality of service prior to level of performance becoming unacceptable. The process for scheduling and managing submittals for accuracy and completeness (on-site and off-site). Identify any special reports and methods of communication that will be utilized to enhance responses.

a. Describe control procedures for definable features of work as described in Means Facilities Cost Data (Divisions 1 - 16) for specific tests and equipment, daily inspections, preparatory inspections, initial inspections, follow up inspections, and hold-point inspections.

b. Define the Quality Control Managers responsibilities and authority associated to the operations at Aberdeen Proving Ground.

c. Describe the control procedures of non-compliance for preventing problems, minimizing recurrences, and ensuring deficiencies are corrected. Identify who is responsible and has the authority for identifying, stopping work from continuing, documenting, recording, directing replacement or corrections, and ensuring resolution.

d. Inspection process for identifying, documenting, and timely correction of punch list items and final inspection and acceptance of work. Describe process for completion and submission of completion package.

e. The offeror shall discuss proposed quality control job descriptions and resumes submitted with his written proposal identifying duties, roles, responsibilities and authorities of each individual proposed to manage the contractor's quality control program (CQC). Contractor shall also discuss how each of these individuals will interact with the Government on a daily basis.

f. The contractor shall discuss his plan for managing warranty inspections and corrective work.

g. Offeror shall provide their Quality Mission Statement and a description of the quality control organization defining lines of authority.

Subfactor (2) On/Off Site Management Plan: Offeror shall describe the general contract management plan outlining procedures to manage the contract and adhere to contractual provisions. The plan shall detail management controls encompassing Government interface, on and off site engineering, proposal preparation, scope of work development, management autonomy, and subcontracting plans and controls. Discuss reports, data bases, spreadsheets, scheduling and software and identify how it will be incorporated and used to manage the contract

a. Offeror shall clearly identify three (3) years of experience managing multiple contractors and to manage multiple projects simultaneously, which are in any way similar to the effort required by this solicitation.

b. Using the sample task order provided prior to the oral presentation, the contractor shall describe the process, coordination, and interactions to be provided by the contractor for each of the subfactors under the General Management Factor. This discussion shall be specific and complete in every detail from the time the contractor is notified of the site visit to the preparation of the design to include all disciplines that will be submitted with proposal to the completed project follow-up inspection. No cost/prices shall be discussed or presented for this sample project.

c. Describe plan (list all reports, programs, scheduling software, databases, etc.) to manage multiple contractors and to manage multiple projects simultaneously.

d. Describe plan for engineering for projects, proposal preparation, proposal development, and timely submission. Discuss site investigation, surveys, and preparation of drawings (construction and shop) in support of projects. Identify plan on how special interest (command) projects and emergency maintenance and repair projects will be developed, managed and tracked through completion.

e. The Personnel Plan shall reflect disciplines, roles, functions, responsibilities, lines of supervision, and authorities for the on-site quality control person, project manager, supervisory, superintendents, technical, and engineering personnel.

f. The offeror shall discuss proposed job descriptions and resumes for all proposed on-site key office personnel, technical and engineering personnel, superintendents and on-site project manager emphasizing individual experience that exceeds contract requirements. Offeror shall also identify duties, responsibilities and authorities of each individual proposed to manage the contract. Contractor shall also discuss how each of these individuals will interact with the Government on daily basis.

g. The offeror's plan shall describe corporate office personnel and define the roles, function, responsibilities and authorities of personnel who will provide support under the contract. The offeror shall also identify how on the on-site staff will interface with the corporate office.

h. Describe plan to meet peak workload demands. Identify resources, availability and time frames needed to provide.

i. Technical support plan to provide additional resources, manpower and technical expertise for support of the field office staff to cover peak workloads, special projects and urgently required projects.

j. Describe management plan for providing, maintaining, improving customer service and how the offeror plans to implement, maintain, and provide partnering concepts.

k. Offeror shall provide plan for providing field engineering support.

l. Offeror shall describe their corporate philosophy and corporate background.

Subfactor (3) Safety And Health Plan: Offeror shall identify proposed Safety Program to include as a minimum accident prevention program, employee training, and implementation of federal, state, and local safety requirements. Additionally, discuss method of implementing and monitoring safety requirements into the daily operations.

a. Position Description and qualifications for safety representative/competent person.

b. Describe your Safety and Health Program. and plan for providing, maintaining and improving safety and health compliance.

c. Describe the control procedures for non-compliance to safety and health requirements. Identify plan for preventing problems and minimizing recurrences. Identify who is responsible and has the authority for identifying, stopping work, implementing corrections, documenting, recording, and ensuring resolution.

Subfactor (4) Environmental Compliance Plan: Offeror shall describe proposed Environmental Compliance Plan to comply with federal, state and local laws and regulations. Additionally, describe how your organization ties environmental compliance into its daily operations.

a. The offeror shall describe plan for maintaining current Material Safety Data Sheet (MSDS) for each hazardous material delivered on site. The plan shall include communication with workers, subcontractors, and government personnel and reporting procedures.

b. The offeror shall also explain the control procedures for non-compliance to environmental requirements. Identify plan for preventing problems and minimizing recurrences. Identify who is responsible and has the authority for identifying, stopping work, implementing corrections, documenting, recording, and ensuring resolution.

c. The offeror shall explain how they will comply, monitor, and maintain soil erosion and sediment controls on projects.

L.5 PAST PERFORMANCE FACTOR: The following factor/subfactors shall be evaluated using the contractor's written proposal.

Past Performance Factor:

Past performance factor will not be evaluated during oral presentations. Completed past performance questionnaires shall be submitted with the contractor's written proposal. This information will be used by the Government to evaluate the contractor's past performance record.

The past performance questionnaire is attached to this solicitation as Attachment D. Offeror's are required to complete Section A of the questionnaire. Section B of the questionnaire shall be completed by the offeror's reference before it is submitted to the Government for consideration. The offeror shall provide this information with his or her proposal or have the contractor's reference send the completed questionnaires directly to Kari Schoerner at kari.schoerner@us.army.mil or by fax to 410-306-3877. All questionnaires shall be received by the date and time specified in the solicitation for receipt of offers in order to be considered for award. Only questionnaires are authorized to be sent by fax. All other parts of the contractor's proposal shall be sent by mail or hand delivered by the date and time specified in the solicitation for receipt of offers in order to be considered for award. The Government reserves the right to use any other information not furnished by the contractor that is available to evaluate the contractor's past performance.

The offeror may submit as many questionnaires as deemed necessary. If no questionnaires are received, the government may assume the offeror has no past performance or experience.

Using the past performance questionnaire, the government will evaluate the following Subfactors for the Past Performance Factor:

- Subfactor (1) Quality Control**
- Subfactor (2) Project Management**
- Subfactor (3) Safety**
- Subfactor (4) Environmental**

L.6 COST/PRICE FACTOR: The following factor/subfactors shall be evaluated using the contractor's written proposal.

Cost/Price Factor:

The offeror shall prepare a cost/price proposal in accordance with the instructions listed in Section B and Section B NOTES.

The government will evaluate the offeror's written cost/price proposal using the following criteria as discussed in Section M of this solicitation:

- Subfactor (1) Total Price**
- Subfactor (2) Price Reasonableness**
- Subfactor (3) Balance of Offer**

ATTACHMENT D - PAST PERM QUEST

ATTACHMENT D

**PAST PERFORMANCE/EXPERIENCE FACTOR QUESTIONNAIRE
POST WIDE TASK ORDER SOLICITATION W91ZLK-06-R-0018**

SECTION A - COVER SHEET: Shall be completed by Prospective Contractor

1. Prospective Contractor's Name and Address

2. CAGE Code

3. Prospective Contractor's Point of Contact with Name and Title

4. Prospective Contractor's Telephone Number (with area code)

5. Prospective Contractor's E-mail Address and/or facsimile Telephone Number

6. Prospective Contractor's Client, Firm or Government Agency Reference Name and Address

7. Prospective Contractor's Client, Firm, or Government Agency Reference Telephone Number (with area code)

8. Contract Number of the Work Performed by the Prospective Contractor for Client, Firm, or Government Agency

9. Contract Type (Construction, Service or Other)

10. Awarded price/cost

11. Final or projected final price/cost

12. List Awarded Periods of Performance (such as base year and 2 option periods)

ATTACHMENT D - CONTINUED

PAST PERFORMANCE/EXPERIENCE FACTOR QUESTIONNAIRE
POST WIDE TASK ORDER SOLICITATION W91ZLK-06-R-0018

SECTION B: Shall be completed by Prospective Contractor's Client, Firm or Government Agency Reference

1. Name and Title of Reference

2. Signature of Reference

3. Date

4. Name of Client, Firm, or Government Agency Reference

5. Telephone Number

6. Facsimile Telephone Number

7. Reference E-mail Address

ATTACHMENT D - CONTINUED**QUALITY CONTROL****(a) Evidence of Compliance with Quality Control Requirements**

Question: Based on your experience with the contractor, to what degree do you think the contractor is or has complied with contract terms, conditions, or requirements for Quality Control?

- Contractor has had no contract compliance discrepancies (Excellent)
- Contractor has had 1-3 contract compliance discrepancies (Good)
- Contractor has had 4-6 contract compliance discrepancies (Acceptable)
- Contractor has had 7-9 contract compliance discrepancies (Marginal)
- Contractor has had 10 or more contract compliance Discrepancies (Unsatisfactory)

(b) Accuracy of Quality Control Reports

Question: Based on your experience with the contractor, what best describe the accuracy of the contractor Quality Control reports?

- Contained no errors (Excellent)
- Contained minor errors 1-2 errors (Good)
- Contained some errors 3-4 errors (Acceptable)
- Contained many errors 5-6 errors (Marginal)
- Contained major errors 7 or more errors (Unsatisfactory)

(c) Quality Workmanship

Question: Which statement best describes the contractor's quality level of workmanship?

- Contractor performed high quality work, which met or exceeded the contract requirements (Excellent)
- Contractor performed good quality work, which met most if not all of the contract requirements (Good)
- Contractor performed acceptable quality work, which met a good portion of the contract requirements (Acceptable)
- Contractor performed marginal quality work, which met some portion of the contract requirements (Marginal)
- Contractor performed unsatisfactory quality work, which met few of the contract requirements (Unsatisfactory)

(d) Warranty Work

Question: Which statement best describes the contractor's response to warranty work?

- Responded and initiated corrections immediately (2 days) (Excellent)
- Responded and initiated corrections timely (1 week) (Good)
- Responded and initiated corrections (2 weeks) (Acceptable)
- Responded and initiated corrections (3 weeks) (Marginal)
- Responded and initiated correction (4 weeks) (Unsatisfactory)

(e) Quality Control Inspectors technical abilities

Question: Which statement best describes the contractor's Quality Control Personnel's technical abilities?

- Contractor Quality Control Personnel possess excellent technical expertise (Excellent)
- Contractor Quality Control Personnel possess good technical expertise (Good)
- Contractor Quality Control Personnel possess acceptable technical expertise (Acceptable)
- Contractor Quality Control Personnel possess marginal technical expertise (Marginal)
- Contractor Quality Control Personnel possess unsatisfactory expertise (Unsatisfactory)

(f) Identify deficiencies and Initiate Corrections

Question: Which statement would best describe the contractor's ability to identify and initiate corrections of work deficiencies?

- Contractor immediately identified and immediately was able to initiate corrective work (Excellent)
- Contractor quickly identified and was able to provide timely corrective work (Good)
- Contractor was able to identify deficient work and was able to provide corrective work (Acceptable)
- Contractor was somewhat able to identify deficient work and was somewhat able to provide corrective work (Marginal)
- Contractor was unable to identify deficient work or provide corrective work (Unsatisfactory)

ATTACHMENT D - CONTINUED**PROJECT MANAGEMENT****(a) Timeliness of Proposals**

Question: Which statement best describes the contractor's timeliness for the submission of cost proposals?

- Contractor met 98% or greater on proposal submission dates (Excellent)
- Contractor met 90% to 97% on proposal submission dates (Good)
- Contractor met 80% to 89% on proposal submission dates (Acceptable)
- Contractor met 70% to 79% on proposal submission dates (Marginal)
- Contractor met 69% or below on proposal submission dates (Unsatisfactory)

(b) Proposal Completeness

Question: Which statement best describes the accuracy of the contractor's proposals?

- Contained no errors 1-2 (Excellent)
- Contained minor errors 3-5 errors (Good)
- Contained some errors 5-8 errors (Acceptable)
- Contained many errors 8-10 errors (Marginal)
- Contained major errors 11 or more errors (Unsatisfactory)

(c) Project Management, Engineering, and Technical staff abilities

Question: Which statement best describes the contractor's Engineering and Technical personnel's technical abilities?

- Contractor Personnel possess excellent technical expertise (Excellent)
- Contractor Personnel possess good technical expertise (Good)
- Contractor Personnel possess acceptable technical expertise (Acceptable)
- Contractor Personnel possess marginal technical expertise (Marginal)
- Contractor Personnel possess unsatisfactory expertise (Unsatisfactory)

(d) Effective Management

Question: Which statement would describe the contractor's on-site management team?

- Contractor was proactive and highly effective in management of contractual requirements (Excellent)
- Contractor was very effective in management of contractual requirements (Good)
- Contractor was effective in management of contractual requirements (Acceptable)
- Contractor was minimally effective in management of contractual requirements (Marginal)
- Contractor was not effective in management of contractual requirements (Unsatisfactory)

(e) Ability to Handle Modifications for Changes

Question: Which statement would best describe the contractor's ability to response to modification changes?

- Contractor was extremely receptive to modification changes (Excellent)
- Contractor was very receptive to modification changes (Good)
- Contractor was receptive to modification changes (Acceptable)
- Contractor was somewhat receptive to modification changes (Marginal)
- Contractor was not receptive to modification changes (Unsatisfactory)

(f) Flexibility to staff for changing requirements and workloads

Question: Which statement would best describe the contractor's flexibility to adjust to changing requirements and workloads?

- Contractor was extremely flexible met 98% of all requirements (Excellent)
- Contractor was very flexible met 90% to 98% of all requirements (Good)
- Contractor was flexible met 80% to 89% of all requirements (Acceptable)
- Contractor was somewhat flexible met 70% to 79% of all requirements (Marginal)
- Contractor was not flexible met 69% or below of all requirements (Unsatisfactory)

(g) Timely Completion of Projects

Question: Which statement best describes the contractor's timely completion of projects?

- Contractor met 98% or greater on completion dates (Excellent)
- Contractor met 90% to 97% on completion dates (Good)
- Contractor met 80% to 89% on completion dates (Acceptable)
- Contractor met 70% to 79% on completion dates (Marginal)
- Contractor met 69% or below on completion dates (Unsatisfactory)

(h) Evidence of Customer Satisfaction

Question: which statement best describes the level of customer satisfaction you received from the contractor?

- Contractor performed at 95% or greater customer satisfaction (Excellent)
- Contractor performed at 90% to 94% customer satisfaction (Good)
- Contractor performed at 80% to 89% customer satisfaction (Acceptable)
- Contractor performed at 70% to 79% customer satisfaction (Marginal)
- Contractor performed at 69% or below customer satisfaction (Unsatisfactory)

(i) Reasonable and Cooperative Behavior

Question: Which statement would best describe the contractor's behavior?

- Contractor was extremely reasonable and highly cooperative (Excellent)
- Contractor was very reasonable and very cooperative (Good)
- Contractor was reasonable and cooperative (Acceptable)
- Contractor was somewhat reasonable and somewhat cooperative (Marginal)
- Contractor was not reasonable or cooperative (Unsatisfactory)

(j) Effective Conflict Resolutions

Question: Which statement would best describe the contractor's ability to resolve conflict?

- Contractor was able to resolve conflicts immediately and was able to provide immediate solutions (Excellent)
- Contractor was able to resolve conflicts quickly and was able to provide timely solutions (Good)
- Contractor was able to resolve conflicts and was able to provide solutions (Acceptable)
- Contractor was somewhat able to resolve conflicts and was somewhat able o provide solutions (Marginal)
- Contractor was unable to resolve conflicts or provide solutions (Unsatisfactory)

ATTACHMENT D – CONTINUED**SAFETY****(a) Evidence of Compliance with Safety and Health Requirements**

Question: Based on your experience with the contractor, to what degree do you think the contractor is or has complied with Safety and Health requirements?

- Contractor has had no safety and health compliance discrepancies (Excellent)
- Contractor has had 1 to 2 safety and health compliance discrepancies (Good)
- Contractor has had 2 to 3 safety and health compliance discrepancies (Acceptable)
- Contractor has had 3 to 4 safety and health compliance discrepancies (Marginal)
- Contractor has had 5 or more safety and health compliance discrepancies (Unsatisfactory)

(b) Effective Safety and Health Program

Question: Which statement would describe the contractor's Safety and Health Program?

- Contractor was proactive and highly effective in management of safety and health requirements (Excellent)
- Contractor was very effective in management of safety and health requirements (Good)
- Contractor was effective in management of safety and health requirements (Acceptable)
- Contractor was minimally effective in management of safety and health requirements (Marginal)
- Contractor was not effective in management of safety and health requirements (Unsatisfactory)

(c) Behaviors and Attitudes of Personnel towards Safety

Question: Which statement would best describe the contractor's attitude and behavior towards safety?

- Contractor attitude and behavior was very serious (Excellent)
- Contractor attitude and behavior was very reasonable (Good)
- Contractor attitude and behavior was reasonable (Acceptable)
- Contractor attitude and behavior was somewhat reasonable (Marginal)
- Contractor attitude and behavior was not reasonable (Unsatisfactory)

SECTION L SPECIAL INSTRUCTIONS**LSI.1 NOTICE - CAUTION FOR HANDCARRIES**

All visitors to the Aberdeen Area of Aberdeen Proving Ground (APG) must enter through the Route 715 gate. At the APG Visitor Center the visitor will be issued a temporary pass to enter the installation after a check of license, registration and proof of insurance. A 100% inspection of the vehicle will be conducted. Visitors must keep in mind that APG is a military facility and conditions for entrance could change without formal notice.

Unless otherwise specified, the normal working hours on APG for most government employees are based on an 80 hour biweekly cycle allowing for flexible start/end times with a basic coverage of operations from 8:00 AM to 4:00 PM. Working flexible hours which including working over 8 hours per day will allow for a day off, usually the second Friday in a two week period referred to as the "Scheduled Day Off" or "SDO."

Persons handcarrying offers or bids are cautioned to allow sufficient time to cover any possible delays since offers or bids must be delivered to the reception area/lobby of the contracting office located in the Robert Morris Building, Building No. 4118 and received by a Government representative, PRIOR to the designated time and date in order to be accepted.

LSI.2 ARMY CONTRACTING AGENCY EXECUTIVE LEVEL AGENCY PROTEST PROGRAM

(a) This solicitation is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP program is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an ELAP on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP, the ACA ELAP will be dismissed.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such ELAPS are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an "automatic stay" and it mirrors the stay required under a timely post-award protest to the Government Accountability Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c)(a) "Competition in Contract Act (CICA) Stay". However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay "override."

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency's protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

LSI.3 LEGEND OF ACRONYMS AND BREVIETY CODES**ACRONYM MEANING**

FAR Federal Acquisition Regulation
 DFARS DoD FAR Supplement
 CLIN Contract Line Item Number
 SUB-CLIN or SLIN Contract Subline Item Number
 OSHA Occupational Safety Health Act
 FOB Freight-on-Board
 PCO Procuring Contracting Officer
 CFR Code of Federal Regulations

LSA Labor Surplus Area
SF Standard Form
DD or DoD Department of Defense
NSP Not Separately Priced

LSL4 MAGNITUDE OF CONSTRUCTION PROJECT

The magnitude of this construction project is estimated between \$100 Million and \$250 Million.

LSL5 NOTICE OF WAGE DETERMINATION

Any contract awarded as a result of this solicitation will be subject to Wage Determination Number ** dated **. A copy of the current wage determination is attached to this solicitation.

**** The following attached Service Contract Act (SCA) and Davis-Bacon (DB) Wage Determinations are applicable for this procurement.**

SCA 2005-2247, dated 08/23/2006 (Revision 01)
DB MD030003, dated 06/13/2003
DB MD030039, dated 03/10/2006
DB MD030041, dated 06/13/2003
DB MD030042, dated 08/18/2006
DB MD030054, dated 06/13/2006

05-2247 MD,BALTIMORE

WAGE DETERMINATION NO: 05-2247 REV (01) AREA: MD,BALTIMORE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2248

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 2005-2247 Revision No.: 1 Date Of Revision: 08/23/2006
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State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.62
01090 - Duplicating Machine Operator	12.62
01111 - General Clerk I	12.83
01112 - General Clerk II	14.07
01113 - General Clerk III	16.03
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	9.92
01191 - Order Clerk I	14.69
01192 - Order Clerk II	16.02
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.87
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45
01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	14.76
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.06
01532 - Travel Clerk II	12.06
01533 - Travel Clerk III	13.14
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.88
05010 - Automotive Electrician	18.02
05040 - Automotive Glass Installer	17.37

05070	- Automotive Worker	17.37
05110	- Mobile Equipment Servicer	15.94
05130	- Motor Equipment Metal Mechanic	18.70
05160	- Motor Equipment Metal Worker	17.37
05190	- Motor Vehicle Mechanic	18.70
05220	- Motor Vehicle Mechanic Helper	15.16
05250	- Motor Vehicle Upholstery Worker	16.69
05280	- Motor Vehicle Wrecker	17.37
05310	- Painter, Automotive	17.98
05340	- Radiator Repair Specialist	17.37
05370	- Tire Repairer	13.77
05400	- Transmission Repair Specialist	18.70
07000	- Food Preparation And Service Occupations	
07010	- Baker	13.18
07041	- Cook I	11.88
07042	- Cook II	13.18
07070	- Dishwasher	9.70
07130	- Food Service Worker	10.25
07210	- Meat Cutter	14.96
07260	- Waiter/Waitress	8.09
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.08
09040	- Furniture Handler	13.42
09080	- Furniture Refinisher	16.08
09090	- Furniture Refinisher Helper	13.77
09110	- Furniture Repairer, Minor	14.93
09130	- Upholsterer	15.95
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.35
11060	- Elevator Operator	9.35
11090	- Gardener	13.83
11122	- Housekeeping Aide	10.89
11150	- Janitor	10.89
11210	- Laborer, Grounds Maintenance	11.81
11240	- Maid or Houseman	10.41
11260	- Pruner	10.89
11270	- Tractor Operator	12.86
11330	- Trail Maintenance Worker	11.81
11360	- Window Cleaner	11.58
12000	- Health Occupations	
12010	- Ambulance Driver	16.06
12011	- Breath Alcohol Technician	16.06
12012	- Certified Occupational Therapist Assistant	20.04
12015	- Certified Physical Therapist Assistant	20.04
12020	- Dental Assistant	15.51
12025	- Dental Hygienist	31.17
12030	- EKG Technician	24.34
12035	- Electroneurodiagnostic Technologist	24.34
12040	- Emergency Medical Technician	16.06
12071	- Licensed Practical Nurse I	17.15
12072	- Licensed Practical Nurse II	19.18
12073	- Licensed Practical Nurse III	21.38
12100	- Medical Assistant	13.61
12130	- Medical Laboratory Technician	17.00
12160	- Medical Record Clerk	14.81
12190	- Medical Record Technician	16.72
12195	- Medical Transcriptionist	14.81
12210	- Nuclear Medicine Technologist	34.13
12221	- Nursing Assistant I	9.37
12222	- Nursing Assistant II	10.53
12223	- Nursing Assistant III	12.18
12224	- Nursing Assistant IV	13.68
12235	- Optical Dispenser	14.18
12236	- Optical Technician	13.45
12250	- Pharmacy Technician	15.07
12280	- Phlebotomist	13.68
12305	- Radiologic Technologist	27.61
12311	- Registered Nurse I	24.92
12312	- Registered Nurse II	31.22
12313	- Registered Nurse II, Specialist	31.22
12314	- Registered Nurse III	37.77
12315	- Registered Nurse III, Anesthetist	37.77
12316	- Registered Nurse IV	45.28
12317	- Scheduler (Drug and Alcohol Testing)	17.57

13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.88
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	27.65
13041 - Illustrator I	17.88
13042 - Illustrator II	23.33
13043 - Illustrator III	27.65
13047 - Librarian	25.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.02
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.17
13072 - Photographer II	17.18
13073 - Photographer III	21.29
13074 - Photographer IV	22.85
13075 - Photographer V	27.63
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.50
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	19.96
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	36.54
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	30.58
15060 - Educational Technologist	21.30
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	24.30
15090 - Technical Instructor	18.14
15095 - Technical Instructor/Course Developer	22.19
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	11.03
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.98
16220 - Tailor	12.87
16250 - Washer, Machine	9.23
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.63
19040 - Tool And Die Maker	22.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	18.52
21040 - Material Expediter	18.52
21050 - Material Handling Laborer	12.72
21071 - Order Filler	12.50
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.40
21130 - Shipping/Receiving Clerk	14.40
21140 - Store Worker I	13.62
21150 - Stock Clerk	14.77
21210 - Tools And Parts Attendant	16.51

21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.52
23021 - Aircraft Mechanic I	23.35
23022 - Aircraft Mechanic II	24.52
23023 - Aircraft Mechanic III	25.75
23040 - Aircraft Mechanic Helper	18.03
23050 - Aircraft, Painter	19.98
23060 - Aircraft Servicer	19.68
23080 - Aircraft Worker	20.49
23110 - Appliance Mechanic	19.07
23120 - Bicycle Repairer	13.77
23125 - Cable Splicer	25.24
23130 - Carpenter, Maintenance	19.07
23140 - Carpet Layer	18.44
23160 - Electrician, Maintenance	23.40
23181 - Electronics Technician Maintenance I	18.26
23182 - Electronics Technician Maintenance II	20.63
23183 - Electronics Technician Maintenance III	21.40
23260 - Fabric Worker	17.67
23290 - Fire Alarm System Mechanic	19.79
23310 - Fire Extinguisher Repairer	16.87
23311 - Fuel Distribution System Mechanic	20.67
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	16.96
23380 - Ground Support Equipment Mechanic	23.35
23381 - Ground Support Equipment Servicer	19.68
23382 - Ground Support Equipment Worker	20.49
23391 - Gunsmith I	16.87
23392 - Gunsmith II	18.38
23393 - Gunsmith III	19.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.32
23411 - Heating, Ventilation & Air Contditioning Mechanic Research Fac	19.32
23430 - Heavy Equipment Mechanic	20.02
23440 - Heavy Equipment Operator	20.01
23460 - Instrument Mechanic	19.79
23465 - Laboratory/Shelter Mechanic	19.07
23470 - Laborer	14.27
23510 - Locksmith	18.05
23530 - Machinery Maintenance Mechanic	19.85
23550 - Machinist, Maintenance	18.81
23580 - Maintenance Trades Helper	16.04
23591 - Metrology Technician I	19.79
23592 - Metrology Technician II	20.50
23593 - Metrology Technician III	21.08
23640 - Millwright	20.39
23710 - Office Appliance Repairer	18.51
23760 - Painter, Maintenance	19.07
23790 - Pipefitter, Maintenance	23.34
23810 - Plumber, Maintenance	20.12
23820 - Pneudraulic Systems Mechanic	19.07
23850 - Rigger	19.07
23870 - Scale Mechanic	18.38
23890 - Sheet-Metal Worker, Maintenance	19.07
23910 - Small Engine Mechanic	17.27
23931 - Telecommunications Mechanic I	20.26
23932 - Telecommunications Mechanic II	22.49
23950 - Telephone Lineman	19.43
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	19.79
23970 - Woodcraft Worker	19.79
23980 - Woodworker	16.87
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.52
24580 - Child Care Center Clerk	13.70
24610 - Chore Aide	8.93
24620 - Family Readiness And Support Services Coordinator	11.76
24630 - Homemaker	14.25
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.04
25040 - Sewage Plant Operator	19.43
25070 - Stationary Engineer	22.04
25190 - Ventilation Equipment Tender	15.19
25210 - Water Treatment Plant Operator	19.00

27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.82
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	15.82
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	15.82
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.78
28042 - Carnival Equipment Repairer	10.17
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28510 - Recreation Aide/Health Facility Attendant	10.35
28515 - Recreation Specialist	17.45
28630 - Sports Official	10.30
28690 - Swimming Pool Operator	13.41
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.47
29020 - Hatch Tender	21.47
29030 - Line Handler	21.47
29041 - Stevedore I	20.85
29042 - Stevedore II	22.46
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.61
30022 - Archeological Technician II	20.03
30023 - Archeological Technician III	25.42
30030 - Cartographic Technician	25.42
30040 - Civil Engineering Technician	22.39
30061 - Drafter/CAD Operator I	18.27
30062 - Drafter/CAD Operator II	20.51
30063 - Drafter/CAD Operator III	22.87
30064 - Drafter/CAD Operator IV	25.42
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.06
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	20.27
30240 - Mathematical Technician	23.73
30361 - Paralegal/Legal Assistant I	19.59
30362 - Paralegal/Legal Assistant II	23.55
30363 - Paralegal/Legal Assistant III	28.79
30364 - Paralegal/Legal Assistant IV	34.82
30390 - Photo-Optics Technician	24.87
30461 - Technical Writer I	20.18
30462 - Technical Writer II	24.69
30463 - Technical Writer III	29.87
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.63
30621 - Weather Observer, Senior (3)	21.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.93
31030 - Bus Driver	15.95
31043 - Driver Courier	13.66
31260 - Parking and Lot Attendant	10.80
31290 - Shuttle Bus Driver	14.37
31310 - Taxi Driver	11.14
31361 - Truckdriver, Light	14.37

31362 - Truckdriver, Medium	15.02
31363 - Truckdriver, Heavy	16.80
31364 - Truckdriver, Tractor-Trailer	16.80
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.48
99095 - Embalmer	22.63
99251 - Laboratory Animal Caretaker I	10.10
99252 - Laboratory Animal Caretaker II	10.62
99310 - Mortician	22.92
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	12.58
99711 - Recycling Specialist	13.56
99730 - Refuse Collector	11.87
99810 - Sales Clerk	10.93
99820 - School Crossing Guard	10.52
99830 - Survey Party Chief	19.93
99831 - Surveying Aide	10.86
99832 - Surveying Technician	16.57
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	13.41
99842 - Vending Machine Repairer Helper	11.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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: 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 4174)

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 **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

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.

General Decision Number MD030003 06/13/2003 MD3

Superseded General Decision No. MD020003

State: Maryland

Construction Type:
RESIDENTIAL

County(ies):
CARROLL HARFORD WASHINGTON
FREDERICK HOWARD

RESIDENTIAL CONSTRUCTION PROJECTS consisting of single family homes and apartments up to and including 4 stories.

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
CARROLL HARFORD WASHINGTON
FREDERICK HOWARD

SUMD4004A 12/01/1988

	Rates	Fringes
BRICKLAYERS	15.00	
CARPENTERS	10.93	.88
CEMENT MASONS	11.76	
ELECTRICIANS	10.26	
LABORERS:		
Unskilled	6.34	
Mason Tenders	7.04	
Landscape Laborers	7.57	
PAINTERS	9.53	.88
PLUMBERS (Excluding HVAC Work)	9.94	
POWER EQUIPMENT OPERATORS:		
Backhoes	11.10	
Bulldozers	12.00	
ROOFERS	9.75	

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

General Decision Number: MD030039 03/10/2006 MD39

Superseded General Decision Number: MD020039

State: Maryland

Construction Type: Heavy

County: Harford County in Maryland.

HEAVY CONSTRUCTION PROJECTS (Excluding Sewer and Water Lines)

Modification Number	Publication Date
0	06/13/2003
1	05/21/2004
2	06/03/2005
3	03/10/2006

* ELEC0024-002 05/29/2005

	Rates	Fringes
Electrician.....	\$ 27.70	11.15+3%

PLUM0486-003 04/01/2005

	Rates	Fringes
Pipefitter.....	\$ 29.12	12.15

SUMD1993-010 01/01/1993

	Rates	Fringes
Carpenter.....	\$ 10.75	.44
Laborers:		
Pipelayers.....	\$ 9.46	.44
Unskilled.....	\$ 8.43	.44
Power equipment operators:		
Backhoes.....	\$ 12.54	.44
Bulldozers.....	\$ 10.00	
Loaders.....	\$ 11.59	.44
Scrapers.....	\$ 9.00	
Truck Driver.....	\$ 9.14	.44

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

=====

END OF GENERAL DECISION

Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

General Decision Number: MD030042 08/18/2006 MD42

Superseded General Decision Number: MD020042

State: Maryland

Construction Type: Building

County: Harford County in Maryland.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	04/02/2004
2	05/14/2004
3	05/21/2004
4	08/20/2004
5	10/22/2004
6	10/29/2004
7	04/01/2005
8	06/10/2005
9	07/08/2005
10	08/05/2005
11	09/16/2005
12	10/28/2005
13	11/04/2005
14	01/20/2006
15	02/17/2006
16	03/10/2006
17	08/18/2006

ASBE0024-001 03/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 25.88	12.88

ASBE0024-002 03/01/2006

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 14.22	6.35

ASBE0024-005 03/01/2006

	Rates	Fringes
Fire Stop Technician Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of		

fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.....\$ 20.94 6.09

 BOIL0193-001 01/01/2006

	Rates	Fringes
Boilermaker.....	\$ 32.06	16.46

 ELEV0007-002 01/01/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 31.655	12.015+a+b

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

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years of service or more; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 * ENGI0037-003 04/01/2006

	Rates	Fringes
Power equipment operators: Cranes.....	\$ 24.24	9.40+a

* ON WORK INVOLVING THE REMOVAL OR CLEANUP OF ASBESTOS, TOXIC WASTE OR OTHER HAZARDOUS MATERIALS, EMPLOYEES SHALL RECEIVE 10% MORE THAN THE GROUP 1 WAGE RATE.

PREMIUM PAY: On long boom cranes, including jibs the operator shall receive the following additional pay:

- 130' to 169' - \$0.40 per hour
- 170' to 209' - \$0.60 per hour
- 210' to 249' - \$0.80 per hour
- 250' to 299' - \$1.00 per hour
- 300' and over - \$1.25 per hour

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

 PLUM0486-004 04/01/2005

	Rates	Fringes
Pipefitter/steamfitter Including Installation of HVAC equipment.....	\$ 29.12	12.15

Tool & Material Handler
 (Pipefitters/Steamfitters)
 Includes knocking out sleeves; Distribution of tools and materials; Loading and unloading trucks; Erection and dismantling of scaffolding; General clean up; Core drilling of holes

(no layout for same);
 Running all errands, such
 as for coffee or water,
 pickup and delivery; Power
 rigging will not be allowed.\$ 9.00 0.35

 SHEE0100-010 07/01/2005

	Rates	Fringes
Sheet Metal Worker (Duct Work Only).....	\$ 24.82	11.07

 SUMD1993-004 09/08/1993

	Rates	Fringes
Bricklayer.....	\$ 15.88	1.00
Carpenter (Excluding Drywall Hanging and Metal Stud Installation).....	\$ 13.16	2.50
Cement Finisher.....	\$ 11.63	1.84
Drywall Finisher.....	\$ 12.45	.78
Drywall Hanger & Metal Stud Installer.....	\$ 12.50	.05
Electrician.....	\$ 16.79	6.75
Glazier.....	\$ 12.28	
Ironworker, Structural.....	\$ 12.67	3.19
Laborers:		
Asphalt Rakers.....	\$ 7.95	2.26
Landscape.....	\$ 7.15	.24
Mason Tenders, Brick.....	\$ 9.77	
Pipelayers.....	\$ 9.25	.94
Unskilled.....	\$ 8.46	1.33
Painter, Brush and Roller (Excluding Drywall Finishing)..	\$ 12.47	
Plumber (Excluding HVAC).....	\$ 13.49	1.74
Power equipment operators:		
Asphalt Paver.....	\$ 11.25	
Backhoes.....	\$ 13.14	2.16
Bulldozers.....	\$ 13.41	
Loaders.....	\$ 12.87	1.73
Rollers.....	\$ 10.46	2.26
Scrapers.....	\$ 10.92	
Screed.....	\$ 9.50	2.94
Rofer (including Built Up, Composition and Single Ply)....	\$ 11.14	
Sheet Metal Worker (All Other Work).....	\$ 11.72	5.55
Truck Driver.....	\$ 9.28	1.08

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

General Decision Number MD030054 06/13/2003 MD54

Superseded General Decision No. MD020054

State: Maryland

Construction Type:
HIGHWAY

County(ies):
HARFORD

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, building structures in rest area projects and railroad construction; bascule, suspension and spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction and other major bridges)

Modification Number 0 Publication Date 06/13/2003

COUNTY(ies):
HARFORD

IRON0016K 04/01/2003		
IRONWORKERS, STRUCTURAL	Rates 23.78	Fringes 11.56

SUMD3023A 08/03/1995		
	Rates	Fringes
CARPENTERS	11.75	
CEMENT FINISHERS	11.00	
IRONWORKERS, REINFORCING	13.21	.95
LABORERS:		
Unskilled	7.82	1.06
Asphalt Rakers	8.03	.94
Form Setters	9.87	1.15
Guardrail Installers	8.09	.85
Landscaping	6.52	1.15
Pipelayers	8.63	1.45
POWER EQUIPMENT OPERATORS:		
Asphalt Distributors	8.97	.94
Backhoes	11.33	1.10
Bulldozers	10.06	.86
Cranes	14.56	
Gradalls	14.00	.94
Graders	13.64	3.00
Loaders	10.53	1.35
Mechanics	14.50	.95
Milling Machines	10.82	.94
Pavers, Asphalt	11.69	.94
Piledrivers	16.31	3.43
Rollers	9.67	1.25
Screeds	10.40	.94
Slip Form Machines	11.25	
TRUCK DRIVERS, DUMP	9.48	.94

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

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

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
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Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.222-5	Davis-Bacon Act--Secondary Site of the Work	JUL 2005
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002

52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	JAN 2005
52.236-28	Preparation of Proposals--Construction	OCT 1997
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: Submit pricing information listed in Schedule B and Section B Notes, paragraph B.3. Failure to provide pricing information as described above will render the offer ineligible for contract award.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
6.9%	23%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Aberdeen Proving Ground, Harford County, Maryland.

(End of provision)

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

Kandi A. McDonald
Army Contracting Agency, APG Directorate of Contracting
Attn: SFCA-NR-APC-F
4118 Susquehanna Avenue
Aberdeen Proving Ground, Maryland 21055-3013

(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)

252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)

(a) Offerors shall furnish a bid guarantee in the amount of \$3,000,000.00 with their bids. The Offeror receiving notice of award shall furnish--

(1) A performance and payment bond in the penal amount of \$ 1,000,000.00; and

(2) Payment in full of any sum due the Government.

(b) The Contractor shall furnish the performance bond to the Contracting Officer within 10 days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond and payment of any sum due the Government.

(b) Bonds supported by sureties whose names appear on the list contained in Treasury Department Circular 570 are acceptable. Performance bonds from individual sureties are acceptable if each person acting as a surety provides a SF 28, Affidavit of Individual Surety, and a pledge of assets acceptable to the Contracting Officer.

(End of clause)

Section M - Evaluation Factors for Award

BASIS FOR AWARD**M.1 0001-4200 EVALUATION CRITERIA**

The following merit factors and subfactors will be used to evaluate proposals received.

General Management Factor:

Subfactor (1) Quality Control Plan
 Subfactor (2) On/Off Site Management Plan
 Subfactor (3) Safety and Health Plan
 Subfactor (4) Environmental Compliance Plan

Past Performance Factor

Subfactor (1) Quality Control
 Subfactor (2) Project Management
 Subfactor (3) Safety
 Subfactor (4) Environmental

Cost/Price Factor:

Subfactor (1) Total Price
 Subfactor (2) Price Reasonableness
 Subfactor (3) Balance of Offer

M.2 0001-4300 BASIS OF AWARD

Evaluation of Request for Proposal is subject to the provisions contained herein. To be considered for award, proposals (written and oral) shall conform to all terms and conditions in the Request for Proposal.

A. General:

1. Oral proposals will be evaluated by a team of Government personnel. The evaluation team known as the Proposal Evaluation Board (PEB) will rate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in offeror's oral proposal.

2. Written proposals will be evaluated by the contracting team to include but is not limited to the Contract Specialist, the Contracting Officer, the Cost/Price Analyst and the Performance Risk Assessment Group (PRAG).

3. Proposals including written and oral which are unrealistic in terms of Management Approach or have poor past performance history or are unrealistic in price will be deemed reflective of an inherent lack of technical competence or indicate failure to comprehend the complexity and risk of the proposed contractual requirements. These conditions may be grounds for rejection of the offeror's written or oral proposal.

B. Significant Evaluation Factors:

Proposals will be evaluated on the basis of 3 evaluation criteria/factors in descending order of importance: General Management Plan Factor, Past Performance Factor, and Cost/Price Factor. Proposal Management Plan Factor is more important than Past Performance Factor. When combined, the General Management and Past Performance Factors are significantly more important than Cost/Price Factor. However, the importance of price in this selection will increase as the difference between General Management and Past Performance Factors decreases. The Government reserves the right to award to other than the lowest priced technically acceptable offeror. The Government is interested in proposals that offer value in meeting the requirement using the best General Management Approach with acceptable risk at a fair and reasonable price. Award will be made using the best-value source selection process.

C. General Management Factor:

1. General Management Factor has 4 Subfactors. These Sub factors are listed in the following descending order of importance. Quality Control Plan (a) through (g), On/Off Site Management Plan (a) through (l), Safety and Health Plan (a) through (c) and Environmental Compliance Plan (a) through (c). The Quality Control Plan Sub factor is of equal importance to the On/Off Site Management Plan Sub factor. The Safety and Health Plan Sub factor is of lesser importance than either the Quality Control Plan or the On/Off Site Management Plan Sub factors but is twice as important as the Environmental Compliance Plan Sub factor. The Environmental

Compliance Plan Sub factor is significantly less important than the Quality Control Plan and On/Off Site Management Plan Sub factors

- Subfactor (1) Quality Control Plan**
- Subfactor (2) On/Off Site Management Plan**
- Subfactor (3) Safety and Health Plan,**
- Subfactor (4) Environmental Compliance Plan**

2. This factor and subfactors will be evaluated based upon the requirements of L.4 ORAL PROPOSAL EVALUATION FACTORS, paragraph A.

D. Past Performance Factors

1. The Government will evaluate the relative merits of each offeror's past performance. Past performance will not be numerically scored. The evaluation will be subjective assessment of the offeror's reputation as to whether work performed was similar to work called for the specifications. It will not be based on absolute standards of performance. The Government reserves the right to consider all aspects of an offeror's performance history, but will attribute more significance to work that was similar in nature, magnitude, and complexity to work under the contract to be awarded from this solicitation. If an offeror has no relevant performance history, then the Government will give it neither a favorable nor an unfavorable rating

2. The Government will base its evaluation of past performance on information that it receives from offerors and information that it may obtain through its own investigation. The Government may contact an offeror's former customers and business associates; Federal, State and local Government agencies or commercial customers, and electronic databases. Past Performance Factor has 4 Subfactors: (1) Quality Control (2) Project Management, (3) Safety and (4) Environmental. The Quality Control Sub factor is of equal importance to the Project Management Sub factor. The Safety Sub factor is of lesser importance than either the Quality Control or Project Management Sub factors but is twice as important as the Environmental Sub factor. The Environmental Sub factor is significantly less important than either the Quality Control and Project Management Sub factors.

- Subfactor (1) Quality Control**
- Subfactor (2) Project Management**
- Subfactor (3) Safety**
- Subfactor (4) Environmental**

E. Cost/Price Factor:

1. Price will be evaluated but not numerically scored. Within the Cost/Price Factor, the following Subfactors (1)(2) and (3) are of equal importance to each other.

- Subfactor (1) Total Price**
- Subfactor (2) Reasonableness**
- Subfactor (3) Balance of Offer**

2. Definition of Subfactors: Total price is the sum of the prices for all requirements of the solicitation. Price reasonableness is when price is reasonable if, in its nature or amount, it does not exceed what would be incurred by an ordinary prudent person in the conduct of competitive business and is not so low as to reflect the offeror's failure to understand the complexity and risk of the contractual requirements. A balanced offer is one that contains prices properly distributed over all line items through the life of the contract including any base period and option periods.

F. Selection and Award without Discussions: It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss, or revise your proposal. If award is not made on initial offers, discussions may be conducted as described below.

G. Competitive Range: After initial evaluation of written proposals, if the Contracting Officer determines that discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals based on past performance and price, unless the range is further reduced for purpose of efficiency. In other words, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Discussions may be held with firms in the competitive range. Those firms determined to be in the competitive range will be invited to give an oral presentation. Those not within the competitive range will not be given an opportunity to give an oral presentation.

H. Discussions: Written or oral discussions may be conducted by the Government with all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will culminate in a request for final proposal revisions, the date and time of, which will be common to all offerors.

I. Selection and Award: The Government intends to make award based on initial offers. If discussions are conducted, then after receipt of final proposal revisions, the Government PEB will evaluate supplemental information provided by offerors, adjust technical evaluation rating previously assigned, if appropriate, and provide a recommendation to the Contracting Officer. Subsequently, and after evaluation of any changes to proposed prices, the Contracting Officer will perform a best-value analysis. Selection will be made on the basis of the offer, which conforms to the RFP and represents the most advantageous offer to the Government.

J. Best Value Analysis: In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among cost or price and non-cost factors and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

K. Debriefings:

1. Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award. The offeror may request a pre-award debriefing by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition. At the offeror's request, the debriefing may be delayed until after award, and if so delayed, it shall include all information normally provided in a post award debriefing. A pre-award debriefing shall not disclose: (a) number of offerors, (b) identity of other offerors, (c) content of other offerors' proposals (d) ranking of other offerors, (e) evaluation of other offerors, or (f) any other prohibited information. Pre-award debriefings will be conducted in accordance with, and subject to, FAR 15.505.

2. When a contract is awarded on a basis other than price alone, unsuccessful offerors will be debriefed and furnished the basis for the selection decision and contract award upon their written request. Offerors should request a post-award debriefing within three (3) days after the date on which the offeror received notification of contract award. Debriefing information should as a minimum include the following information: The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable; the overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror; the overall ranking of all offerors, when any ranking was developed by the agency during the source selection; a summary of the rationale for award; for acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed. The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--trade secrets; privileged or confidential manufacturing processes and techniques; commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information. Post-award debriefings will be conducted in accordance with, and subject to FAR 15.506.

L. Proposal Expenses and Pre-contract Costs: This RFP does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of a formal contract.

**ORAL PRESENTATION
EVALUATION SHEET
POST WIDE CONSTRUCTION TASK ORDER CONTRACT (TOC)**

SOLICITATION W91ZLK-06-R-0018

CONTRACTOR: _____

EVALUATOR: _____ **DATE:** _____

NOTE TO EVALUATORS: General Management Factor and Subfactors 1 through 4 will be rated by the PEB on a color basis against the definitions provided below.

Excellent = Blue: Exceeds a majority of the solicitation requirements and shows significant advantages with no weakness noted during technical evaluations.

Good = Green: Meets or exceeds some of the requirements of the solicitation and shows some advantages with no weaknesses noted during technical evaluations.

Acceptable = Yellow: Meets all the requirements of the solicitation with a few or no advantages and no weaknesses noted during technical evaluation.

Marginal = Orange: Meets all of the solicitation requirements with no advantages and few weaknesses noted during technical evaluation.

Unsatisfactory = Red: Fails to meet one or more of the solicitation requirements.

M.1 001-4200 EVALUATION CRITERIA

The following merit factors and subfactors will be used to evaluate proposals received.

A. General Management Factor - RATED BY THE PERFORMANCE EVALUATION BOARD (PEB)

- Subfactor (1) Quality Control Plan
- Subfactor (2) On/Off Site Management Plan
- Subfactor (3) Safety and Health Plan
- Subfactor (4) Environmental Compliance Plan

B. Past Performance Factor - RATED BY THE PERFORMANCE RISK ASSESSEMENT GROUP (PRAG)

- Subfactor (1) Quality Control
- Subfactor (2) On/Off Site Management
- Subfactor (3) Safety and Health
- Subfactor (4) Environmental Compliance

C. Cost Price Factor - EVALUATED BY THE CONTRACTING OFFICER

- Subfactor (1) Total Price
- Subfactor (2) Price Reasonableness
- Subfactor (3) Balance of Offer

SECTION M SPECIAL INSTRUCTIONS
MSI.1 EVALUATION OF BIDS/OFFERS - ALL OR NONE

A bidder/offeror must quote on all items in this solicitation to be eligible for award. The Government will award on an "all or none" basis. Evaluation of bids/offers will be based, among other factors, upon the total price quoted for all items.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05-Oct-2006	4. REQUISITION/PURCHASE REQ. NO. W81FT76101R194		5. PROJECT NO.(If applicable)
6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91ZLK	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W91ZLK-06-R-0018	
		X	9B. DATED (SEE ITEM 11) 11-Sep-2006	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. Due to the submission of contractor questions, the above referenced solicitation is hereby extended to 19 Oct 06 at 4:00 PM Eastern Standard Time. b. Based on the evaluation of said questions, the Government may issue another amendment to address questions submitted.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 05-Oct-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 14
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 11-Oct-2006	4. REQUISITION/PURCHASE REQ. NO. W81FT76101R194		5. PROJECT NO.(If applicable)
6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91ZLK	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W91ZLK-06-R-0018	
		X	9B. DATED (SEE ITEM 11) 11-Sep-2006	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. As a result of questions submitted by contractors for this solicitation, the proposal due date is revised from 19 Oct 06 to 24 Oct 06 at 4:00 PM Eastern Standard Time. b. Questions and answers are provided with this amendment. See attached schedule.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 12-Oct-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0002

GOVERNMENT ANSWERS CONTRACTOR QUESTIONS
FOR
SOLICITATION W91ZLK-06-R-0018

Contractor Question 1:

Section L.4 GENERAL MANAGEMENT FACTOR, Subfactor (2) On/Off Site Management Plan, Item b, states “Using the sample task order provided prior to the oral presentation, the contractor shall describe the process, coordination, and interactions to be provided by the contractor for each of the subfactors under the General Management Factor. This discussion shall be specific and complete in every detail from the time the contractor is notified of the site visit to the preparation of the design to include all disciplines that will be submitted with proposal to the completed project follow-up inspection. No cost/prices shall be discussed or presented for this sample project.”

Is the sample task order to be used the one that was included in Section C, Attachment A, Government RFP and Sample Government Scope of Work. If not, when would the sample task order be provided to offerors as it will be required for development of and preparation for oral presentation?

Also, it does not appear that Offerors are required to submit a price for the Sample Project. Is this accurate?

Government Answer to Question 1: Contractor shall use Section C – Attachment A as the sample task for oral presentation of General Management Factor (Subfactor 2 On/Off Site Management Plan). As stated in the solicitation oral presentation instructions the contractor is not required to provide pricing information for this sample task.

Contractor Question 2:

Section L.3 ORAL PROPOSAL INSTRUCTIONS, Time for Submission states “Presentations will be scheduled with offerors considered to be in the competitive range (based on review of past performance questionnaires, initial pricing proposal, and resumes) as soon as possible (approximately 7 to 21 working days) after the closing date for receipt of written proposals. The contractor shall be given a minimum of 2 working days notice of the exact time and location for their oral presentation.” An offeror would have to either (1) begin preparation of the oral presentation at the same time the proposal is due and prior to the identification of those contractors who will be invited to give an oral presentation or (2) wait until notification is provided to offerors regarding their invitation to participate in oral, which would not provide enough time to prepare.

In addition, with the time allotted for presentations, the source selection evaluation board will be able to hear no more than two presentations per day. As a result, certain offerors would be allotted as little as two business days to prepare while other may have a week or more. This would provide a distinct advantage to those scheduled toward the end of the presentations.

Would the government consider providing more than a minimum of five working days notice for the oral presentations rather than the two stated in the solicitation?

Government Answer to Question 2: Yes, the Government will allow 7 calendar days notice for oral presentations. It is up to contractors to decide when to prepare for oral presentations either at time of proposal submission or upon notification of oral presentations. This is a business decision that has to be made by individual contractors.

Contractor Question 3:

Minimum and maximum task order values are discussed on Pages 17 and 18 of 142 of the solicitation; however, no values are included. Elsewhere in the solicitation it is stated that the minimum task order value is \$2,000; but no information is provided for the maximum task order value or an average value anticipated.

Please provide the maximum task order value and the average value anticipated by the government.

Government Answer to Question 3: Order limitations are listed in Section I clause 52.216-19 Order Limitations. Paragraph (a) addresses the minimum order amount and paragraph (b) address maximum order amounts. Disregard the information listed on page 17 for CLIN DELIVERY/TASK ORDER MINIMUM AND MAXIMUM QUANTITY AND CLIN ORDER VALUE. Contractor is not required to fill in the information listed on page 17. Contractor shall reference clause 52.216-19 above for this information.

Contractor Question 4:

Section C.2.3, Task Order Proposal states “The contractor shall prepare a detailed task order proposal in accordance with the Sample Contractor Proposal Cover Sheet in Section C – Attachment A and prepare a cost proposal electronically using “PULSAR” Cost Estimating System.”

It would appear that preparing estimates in Pulsar using R. S. Means Facilities Construction Cost Data is unnecessary and problematic in that different contractors may take different approaches to execution of the work. In such cases, there may be substantially different line items and quantities used by contractors. A fixed price bid would be sufficient to ensure competition and price reasonableness as multiple contractors will be submitting quotes on each task order. Would the government consider eliminating the requirement for using Pulsar and R. S. Means?

Government Answer to Question 4: The required Pulsar software meets the Government’s minimum needs and will not be eliminated from the solicitation.

Contractor Question 5:

Also on pages 8-16 of 142, Items No. 1000-5000, Supplies and Services: Should the symbol before the first blank on proposed coefficient rate of \$_____ = \$_____ be a % symbol in lieu of a \$ symbol?

Government Answer to Question 5: Delete the \$ sign for coefficient rate. Propose rate shall be per the following explanation.:

Pulsar software uses the RSMeans Facilities Construction Cost Data. The coefficient is an adjustment used to decrease or increase or maintain the total cost of the estimate that Pulsar creates using the RS Means cost data. RSMeans is a nation wide cost estimating source. Under this solicitation, the Pulsar instructions listed at C.2.4 directs the contractor to utilize the Baltimore City Cost Index. Per C.2.4.9 the RSMeans line items shall be burdened which means the line items will cover profit and overhead for labor, material, and equipment costs. The contractor can elect to increase, decrease or maintain the burdened estimate without change. To maintain the estimate without change, the contractor would propose a coefficient of 1.0. If the contractor desires to increase the estimate by 10% the contractor would propose a coefficient of 1.10 and if he/or she wants to decrease the estimate by 10% then the contractor would propose a coefficient of 0.90. It is up to the contractor based on his/her business practices to determine what coefficient to propose in his proposal. Please note that entering a coefficient of 0.0 will yield a zero dollar task order cost estimate.

Contractor Question 6:

How many past performance projects can we submit and how far back (in number of years) can we go??
Does each project have to be 100% complete???

Government Answer to Question 6: The solicitation has no stated minimum number of past performance questionnaires to submit with his/her proposal. It is up to the contractor to submit as many questionnaires as he/she deems sufficient to demonstrate past performance that is similar in size and scope of the proposed contract.

Contractor Question 7:

C.2.10 Competition: It is anticipated that most, if not all, of the task orders will be awarded based on competition. It is expected that MATOC contactors shall submit proposals for all RFP's issued. However, if a contractor is unable to propose on any particular Task Order then he/she shall notify the Contracting Officer in writing. Failure to provide a proposal will not be counted against the contractor during past performance reviews so long as the contractor provides a written notification by the proposal due date specified in the RFP. If the contractor fails to provide a written explanation by the proposal due date, the contractor's failure to respond will be considered during past performance evaluations.

Question: When we submit on a competitive Task Order do we provide Lump Sum Cost Proposals or do we have to use the Coefficient that we bid & put together a RS Means PULSAR estimate???

Government Answer to Question 7: Lump sum cost proposals will not be accepted. Per the solicitation, contractors shall use the PULSAR cost estimating software to create a detailed unit cost estimate and contractors shall be required to use his/her proposed coefficient for all task order proposals after contract award.

Contractor Question 8:

Pages 5 & 6 of 142, Pulsar Requirements: Are bidders required to enter material, labor, equipment, subcontractor burden rates and coefficient rate under the column heading Proposed Rate for the Base Year and Option Years 1-4?

Government Answer to Question 8: Contractors are required to propose rates listed at B.3 for all years. What the contractor proposes for any of the rates is up to him or her and he or she can elect change the rates from to year but what ever is proposed for a given year is fixed during that period.

Contractor Question 9:

Pages 8-16 of 142, Items No. 1000-5000, Supplies and Services: Should the symbol before the first blank on proposed coefficient rate of \$ _____ = \$ _____ be a % symbol in lieu of a \$ symbol? Please verify exactly where the resulting sum of the equation in question shall be entered.

Government Answer to Question 9: See answer to question 5.

Contractor Question 10:

Are we correct in our understanding that the term coefficient in this solicitation is inclusive of all construction division 1 items?

Government Answer to Question 10: The coefficient rate applies to all 16 RS Mean Divisions.

Contractor Question 11:

Pages 17 & 18 of 142, CLIN delivery / task Order Minimum / Maximum and CLIN order value:
Are bidders required to insert information under each column (minimum quantity, minimum amount, maximum quantity, and maximum amount) for CLIN 1001 through 1000? If information is to be entered, please specify exactly what information is required.

Government Answer to Question 11: See answer to question 3.

Contractor Question 12:

Does the contractor need to submit both a bid bond in the amount of \$3,000,000 as well as a surety letter stating that the company has a bonding capacity in excess of \$10,000,000 per year for the base year plus 4 additional years totaling 5 years?

Government Answer to Question 12: Delete the requirement to submit a bid bond (also known as bid guarantee). Confirmation Letter concerning bonding capacity is still required per the instructions listed at B.1.

Contractor Question 13:

What is included in the co-efficient rate and how is it typically determined?

Government Answer to Question 13: Refer to the answer in question 5.

Contractor Question 14:

Must the hardcopy of the proposal be submitted by 4:00 pm on 10/12/06 or can we submit an electronic version by the deadline and forward the hardcopy via U.S. mail to arrive after that time?

Government Answer to Question 14: No electronic or fax copies of proposals will be accepted.

SECTION A - SOLICITATION/CONTRACT FORM

The offer guarantee has changed from is required to is not required.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1000

The CLIN extended description has changed from MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$25,000,000.00 x Contractor's Proposed Coefficient Rate of \$ _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. to MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$25,000,000.00 x Contractor's Proposed Coefficient Rate of _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. .

CLIN 2000

The CLIN extended description has changed from MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$ _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. to MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. .

CLIN 3000

The CLIN extended description has changed from MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$ _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. to MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. .

CLIN 4000

The CLIN extended description has changed from MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J,

paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$ _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. to MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. .

CLIN 5000

The CLIN extended description has changed from MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of \$ _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. to MULTIPLE AWARD CONSTRUCTION TASK ORDER CONTRACT (MATOC), Contractor shall provide all plant, labor, material, equipment, and transportation necessary to perform facility maintenance, alterations, repair, and minor construction work in the Aberdeen and Edgewood areas of Aberdeen Proving Ground as well as various satellite off-post site locations. All work shall be done in strict accordance with the Contract Specifications No.: IEQ51IE5J referenced herein. Task Order cost proposals shall be prepared using "PULSAR" estimating software (See Contract Specifications No.: IEQ51IE5J, paragraph. The contractor shall propose and apply a coefficient rate to contractor prepared PULSAR estimates in the space provided below. Estimated Maximum Total Award Amount of \$50,000,000.00 x Contractor's Proposed Coefficient Rate of _____ = \$ _____. The resulting sum of this equation shall be entered as a lump sum dollar value in the pricing schedule listed above for this line item. .

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.228-1

Bid Guarantee

SEP 1996

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

PROPOSAL INSTRUCTIONS

MULTI AWARD CONSTRUCTION TASK ORDER CONTRACT

L.1 52.0001-4100 PROPOSAL SUBMISSION INSTRUCTIONS

The contractor shall be required to submit a written proposal and present an oral proposal if determined to be in the competitive range.

L.2 WRITTEN PROPOSAL INSTRUCTIONS:

Time for Submission/Acceptance Period:

Contractor shall submit his proposal by the time specified in Block 13 (A) of the Standard Form 1442.

Unless the offeror inserts a longer period of time on the SF 1442, Block 17, proposals shall remain valid for a period of 180 calendar days from date of receipt of proposal as specified in Block 13(D) of the SF 1442.

Proposals offering a shorter period of time than 180 calendar days shall be rejected as non-responsive.

Proposal Format:

Every offeror must submit a written proposal. Written proposals shall consist of the following information:

1. Fully executed Standard Form 1442 - 1 original hard copy.
2. Section B pricing information - 1 hard copy and 1 copy on disk.
3. Fully executed Contractor Certifications - 1 hard copy.
4. Fully completed Past Performance Questionnaires. Contractor shall submit questionnaires by the date and time specified for in the written proposals - 1 hard copy for each questionnaire.
5. The offeror shall submit the proposed job descriptions and all qualifications for each job classification with resumes for all proposed onsite key management personnel (to include the Quality Control Manager and Project Manager), quality control inspectors, office personnel, technical and engineering personnel, superintendents, safety and health personnel proposed to perform the direct day to day operations at Aberdeen Proving Grounds. Each individual's resume shall be no more than three (3) (8-1/2 by 11 inches) pages in length, using a "Courier 10 cpi" or similar type font. The format for the resumes shall be as follows: Any resumes submitted found not to meet the minimum experience requirements at C.6.5, C.9.4.1 and C.9.4.2. shall be rejected and not considered for award.

Name

Proposed Position

Status (i.e. full-time, part-time, etc.)

Special Training

Certifications

Accreditations

Education

Apprenticeships

Experience (in reverse chronological order) to include: Date of Employment (month/year), Employer, Job Title, and a concise description of experience, duties, and responsibilities. Include specific examples of the level of responsibility of the individual (with specific examples of the level of responsibility in their technical specialty). If in a management or supervisory position, give time (months) in the position, the number and type of personnel supervised, and the measure of individual success. Highlight experience that is directly pertinent to the proposed requirement - 4 hard copies and 1 disk copy of each job description classification and qualifications and 4 hard copies and 1 disk copy of all resumes submitted for key personnel.

6. Fully executed Amendments (If Applicable) - 1 hard copy of each amendment - In lieu of signed hard copies of each amendment, the contractor may elect to acknowledge all amendments on Standard Form 1442, Block 19.

L.3 ORAL PROPOSAL INSTRUCTIONS:

Time for Submission:

Schedule for Oral Presentations: Presentations will be scheduled with offerors considered to be in the competitive range (based on review of past performance questionnaires, initial pricing proposal, and resumes) as soon as possible (approximately 7 to 21 working days) after the closing date for receipt of written proposals. The contractor shall be given a minimum of 7 calendar days notice of the exact time and location for their oral presentation. All presentations will be given at Aberdeen Proving Ground, Maryland. The order in which offerors will make their presentations to the Proposal Evaluation Board (PEB) will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. Once offerors are notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. The oral presentation shall be presented by the proposed onsite key personnel proposed to perform under the contract to direct the day to day operations at Aberdeen Proving Grounds. Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process or installation security.

Oral Proposal Format:

Every offeror within the competitive range shall make an oral presentation. The Government will only review the contractor's initial pricing and past performance questionnaire, and resumes to determine the competitive range.

Oral Proposal Presentation Format: The oral presentation shall include information concerning the General Management Factor and Subfactors described paragraph L.4 below. All information the offeror wishes to have considered shall be presented in the oral presentation. The evaluation shall be limited to the information provided and nothing will be assumed.

a. Form of Presentations: Offerors will make their oral presentations to the Proposal Evaluation Board (PEB) in person by the proposed onsite key personnel and at a minimum shall consist of the quality control manager and the project manager. Submission of videotape or other forms of media containing the presentation for evaluation is not authorized and such proposals shall be rejected. The contractor shall be responsible for providing any audiovisual/computer equipment including projection screen if needed for their presentation. No equipment shall be provided by the Government.

b. Time Allowed for Presentations: Each offeror shall have a maximum of three hours in which to make its presentation to the PEB. After one hour and fifteen minutes there will be a fifteen minute intermission followed by the remaining one hour and thirty minutes.

c. Oral Presentation Documentation: Prior to the oral presentation, the offeror shall provide the PEB a brief presentation outline which shall include a listing of presentation topics along with names, firms and position titles of all presenters who will perform the oral presentation. The briefing outline shall be no more than (3) pages in length. Beyond the briefing outline, the Government will not accept for evaluation any other additional documentation (such as procedure manuals, administrative handbooks or guides, etc.), which may or may not have been referenced during the presentation.

d. Offeror's Presentation Team: The presentation shall be given by the offeror's proposed on-site key personnel who will perform or personally direct the day-to-day operations at Aberdeen Proving Ground. Only members of the offeror's on-site staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, but who are not currently employed by the offeror, may participate in the presentation. Within those constraints, offerors shall have the option of selecting the participants to make their firm's oral presentation to the PEB. A presentation given by anyone other than on-site key personnel shall automatically be considered unacceptable.

e. Clarification of Oral Presentation Points: After completion of oral presentation, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported in the presentation. Following the presentation, the offeror's key personnel must answer questions posed by the Government about the qualifications of the offeror and of

themselves. Any such interchange between the offeror and the Government shall be for clarification only, and shall not constitute negotiations within the meaning of FAR 15.306(d). The time required for clarifications shall not be counted against the offeror's 3-hour time limit.

f. No price information shall be included in the presentation narrative or briefing charts; however, resource information, such as data concerning staffing, labor hours and categories, material, subcontracts, etc., may be contained in the presentation so that your understanding of the Statement of Work can be evaluated.

g. The Government will record (audio and video) the oral presentation. A copy of the recording shall be provided to the offeror as soon as practicable following the presentation. The oral presentation, all clarification questions and all information provided shall be incorporated into and made part of the contract.

L.4 GENERAL MANAGEMENT FACTOR: The following factor/subfactors shall be evaluated using the contractor's oral proposal presentation:

General Management Factor:

The Government will evaluate the Plans and Subfactors 1- 4 through the use of a formal oral proposal presentation. The presentation will be video recorded and will become the permanent record of the offeror's proposal for this factor and subfactors. The oral presentation video will be incorporated into any resultant contract. The offeror shall present a definitive oral proposal to achieve the end results that are set forth in the Government requirements. All information the offeror wishes to have considered shall be presented during the oral presentation. The evaluation shall be limited to the information provided and nothing will be assumed.

- Subfactor (1) Quality Control Plan**
- Subfactor (2) On and Off Site Management Plan**
- Subfactor (3) Safety and Health Plan**
- Subfactor (4) Environmental Compliance Plan:**

Subfactor (1) Quality Control Plan: Offeror shall discuss proposed Quality Control Plan. The plan shall describe Offeror's inspection system for covering all services to include areas to be inspected on either a scheduled or unscheduled basis, how daily inspections will be performed and individual(s) (by title) who will perform the inspections, procedures for correcting unacceptable services and timeliness of correcting unacceptable services. The offeror should also discuss specific methods of identifying and preventing deficiencies in the quality of service prior to level of performance becoming unacceptable. The process for scheduling and managing submittals for accuracy and completeness (on-site and off-site). Identify any special reports and methods of communication that will be utilized to enhance responses.

a. Describe control procedures for definable features of work as described in Means Facilities Cost Data (Divisions 1 - 16) for specific tests and equipment, daily inspections, preparatory inspections, initial inspections, follow up inspections, and hold-point inspections.

b. Define the Quality Control Managers responsibilities and authority associated to the operations at Aberdeen Proving Ground.

c. Describe the control procedures of non-compliance for preventing problems, minimizing recurrences, and ensuring deficiencies are corrected. Identify who is responsible and has the authority for identifying, stopping work from continuing, documenting, recording, directing replacement or corrections, and ensuring resolution.

d. Inspection process for identifying, documenting, and timely correction of punch list items and final inspection and acceptance of work. Describe process for completion and submission of completion package.

e. The offeror shall discuss proposed quality control job descriptions and resumes submitted with his written proposal identifying duties, roles, responsibilities and authorities of each individual proposed to manage the contractor's quality control program (CQC). Contractor shall also discuss how each of these individuals will interact with the Government on a daily basis.

f. The contractor shall discuss his plan for managing warranty inspections and corrective work.

g. Offeror shall provide their Quality Mission Statement and a description of the quality control organization defining lines of authority.

Subfactor (2) On/Off Site Management Plan: Offeror shall describe the general contract management plan outlining procedures to manage the contract and adhere to contractual provisions. The plan shall detail management controls encompassing Government interface, on and off site engineering, proposal preparation, scope of work development, management autonomy, and subcontracting plans and controls. Discuss reports, data bases, spreadsheets, scheduling and software and identify how it will be incorporated and used to manage the contract

a. Offeror shall clearly identify three (3) years of experience managing multiple contractors and to manage multiple projects simultaneously, which are in any way similar to the effort required by this solicitation.

b. Using the sample task order provided prior to the oral presentation, the contractor shall describe the process, coordination, and interactions to be provided by the contractor for each of the subfactors under the General Management Factor. This discussion shall be specific and complete in every detail from the time the contractor is notified of the site visit to the preparation of the design to include all disciplines that will be submitted with proposal to the completed project follow-up inspection. No cost/prices shall be discussed or presented for this sample project.

c. Describe plan (list all reports, programs, scheduling software, databases, etc.) to manage multiple contractors and to manage multiple projects simultaneously.

d. Describe plan for engineering for projects, proposal preparation, proposal development, and timely submission. Discuss site investigation, surveys, and preparation of drawings (construction and shop) in support of projects. Identify plan on how special interest (command) projects and emergency maintenance and repair projects will be developed, managed and tracked through completion.

e. The Personnel Plan shall reflect disciplines, roles, functions, responsibilities, lines of supervision, and authorities for the on-site quality control person, project manager, supervisory, superintendents, technical, and engineering personnel.

f. The offeror shall discuss proposed job descriptions and resumes for all proposed on-site key office personnel, technical and engineering personnel, superintendents and on-site project manager emphasizing individual experience that exceeds contract requirements. Offeror shall also identify duties, responsibilities and authorities of each individual proposed to manage the contract. Contractor shall also discuss how each of these individuals will interact with the Government on daily basis.

g. The offeror's plan shall describe corporate office personnel and define the roles, function, responsibilities and authorities of personnel who will provide support under the contract. The offeror shall also identify how on the on-site staff will interface with the corporate office.

h. Describe plan to meet peak workload demands. Identify resources, availability and time frames needed to provide.

i. Technical support plan to provide additional resources, manpower and technical expertise for support of the field office staff to cover peak workloads, special projects and urgently required projects.

j. Describe management plan for providing, maintaining, improving customer service and how the offeror plans to implement, maintain, and provide partnering concepts.

k. Offeror shall provide plan for providing field engineering support.

l. Offeror shall describe their corporate philosophy and corporate background.

Subfactor (3) Safety And Health Plan: Offeror shall identify proposed Safety Program to include as a minimum accident prevention program, employee training, and implementation of federal, state, and local safety requirements. Additionally, discuss method of implementing and monitoring safety requirements into the daily operations.

a. Position Description and qualifications for safety representative/competent person.

b. Describe your Safety and Health Program. and plan for providing, maintaining and improving safety and health compliance.

c. Describe the control procedures for non-compliance to safety and health requirements. Identify plan for preventing problems and minimizing recurrences. Identify who is responsible and has the authority for identifying, stopping work, implementing corrections, documenting, recording, and ensuring resolution.

Subfactor (4) Environmental Compliance Plan: Offeror shall describe proposed Environmental Compliance Plan to comply with federal, state and local laws and regulations. Additionally, describe how your organization ties environmental compliance into its daily operations.

a. The offeror shall describe plan for maintaining current Material Safety Data Sheet (MSDS) for each hazardous material delivered on site. The plan shall include communication with workers, subcontractors, and government personnel and reporting procedures.

b. The offeror shall also explain the control procedures for non-compliance to environmental requirements. Identify plan for preventing problems and minimizing recurrences. Identify who is responsible and has the authority for identifying, stopping work, implementing corrections, documenting, recording, and ensuring resolution.

c. The offeror shall explain how they will comply, monitor, and maintain soil erosion and sediment controls on projects.

L.5 PAST PERFORMANCE FACTOR: The following factor/subfactors shall be evaluated using the contractor's written proposal.

Past Performance Factor:

Past performance factor will not be evaluated during oral presentations. Completed past performance questionnaires shall be submitted with the contractor's written proposal. This information will be used by the Government to evaluate the contractor's past performance record.

The past performance questionnaire is attached to this solicitation as Attachment D. Offeror's are required to complete Section A of the questionnaire. Section B of the questionnaire shall be completed by the offeror's reference before it is submitted to the Government for consideration. The offeror shall provide this information with his or her proposal or have the contractor's reference send the completed questionnaires directly to Kari Schoerner at kari.schoerner@us.army.mil or by fax to 410-306-3877. All questionnaires shall be received by the date and time specified in the solicitation for receipt of offers in order to be considered for award. Only questionnaires are authorized to be sent by fax. All other parts of the contractor's proposal shall be sent my mail or hand delivered by the date and time specified in the solicitation for receipt of offers in order to be considered for award. The Government reserves the right to use any other information not furnished by the contractor that is available to evaluate the contractor's past performance.

The offeror may submit as many questionnaires as deemed necessary. If no questionnaires are received, the government may assume the offeror has no past performance or experience.

Using the past performance questionnaire, the government will evaluate the following Subfactors for the Past Performance Factor:

Subfactor (1) Quality Control

Subfactor (2) Project Management

Subfactor (3) Safety

Subfactor (4) Environmental

L.6 COST/PRICE FACTOR: The following factor/subfactors shall be evaluated using the contractor's written proposal.

Cost/Price Factor:

The offeror shall prepare a cost/price proposal in accordance with the instructions listed in Section B and Section B NOTES.

The government will evaluate the offeror's written cost/price proposal using the following criteria as discussed in Section M of this solicitation:

Subfactor (1) Total Price

Subfactor (2) Price Reasonableness

Subfactor (3) Balance of Offer

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 45
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 20-Oct-2006	4. REQUISITION/PURCHASE REQ. NO. W81FT76101R194		5. PROJECT NO.(If applicable)
6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91ZLK	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W91ZLK-06-R-0018	
		X	9B. DATED (SEE ITEM 11) 11-Sep-2006	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
a. As a result of questions submitted by contractors for this solicitation, the proposal due date is revised from 24 Oct 06 to 31 Oct 06 at 4:00 PM Eastern Standard Time.				
b. Questions and answers are provided with this amendment. See attached schedule.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	20-Oct-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0003

The following information is provided for clarification:

“Coefficient” means a numerical factor that represents costs (generally indirect costs) not considered to be included in “Unit Price Book” unit prices (e.g., general and administrative and other overhead costs, insurance costs, bonding and alternative payment protection costs, protective clothing, equipment rental, sales tax and compliance with tax laws, and also contractor’s profit). Contingencies such as changes in wage rates and the effect of inflation in option years are also covered in the coefficient when Economic Price Adjustment is not used. Coefficients proposed by offerors are multiplied times the unit prices in the Unit Price Book to price a job or project on individual orders.

As stated in Amendment Number 0002, the instructions listed at C.2.4.9 indicate Pulsar estimates will be prepared by contractors in a burdened format which means the line items selected from unit pricing book by contractors will already include labor, material, profit and overhead. Per the instructions listed in Amendment 0002, the contractor can elect to increase the Pulsar estimate if the burdened estimate in the view of the contractor is insufficient to cover all of his/her indirect costs. Likewise, the contractor can also maintain the Pulsar estimate unchanged or decrease the estimate if in the view of the contractor the burdened Pulsar estimate sufficiently covers all of his/her indirect costs. To maintain the estimate without change, the contractor would propose a coefficient of 1.0. If the contractor desires to increase the estimate by 10% the contractor would propose a coefficient of 1.10 and if he/or she wants to decrease the estimate by 10% then the contractor would propose a coefficient of 0.90. It is up to the contractor based on his/her business practices to determine what coefficient to propose in his proposal.

The following new questions have been received in response to the solicitation and the Government answers are provided below.

Contractor Question 1:

C.6.2 The Contractor shall, at a minimum, maintain an administrative and engineering technical staff of persons specialized in architectural, civil, structural, mechanical, electrical, drafting, CADD, surveying and other related services/disciplines in addition to quality control and general project supervision. **Technical staff shall have a minimum of five (5) years experience in their related field and the services of professionally registered engineers as may be required by the State of Maryland.** The Contractor shall provide a copy of proposed personnel with his or her proposal. The Government reserves the right to disapprove any personnel without sufficient documented experience in their related field.

Please clarify the above bolded/highlighted requirement. Does all technical staff have to be registered PE’s or equivalent in their respective fields? Is it acceptable to obtain those services, such as a PE, from a consultant as the potential project requires? This means the resume’s submitted with the multiple award task order proposal would not be all inclusive of the potential staff needed for a specific project. Is this acceptable or what is implied by the above requirement?

Government Answer to Question 1: C.6.2. is restated to read as follows:

C.6.2. The Contractor shall at a minimum, maintain a general onsite management staff to include at least a project manager, a quality control manager, and a site supervisor. This minimum staff shall be maintained during the life of the contract to respond to new task order requirements and management of awarded task orders. At the discretion of

the Contractor, onsite staff may also include support staff for office administration and engineering services related to architectural, civil, structural, mechanical, electrical, drafting, CADD, and surveying disciplines. Support services may also be provided by the contractor on an as needed basis from outside firms as may be required by individual task orders. All staff provided under the contract shall have a minimum of five years experience in their related fields. Services of a Professional Registered Engineer shall also follow experience and certification requirements specified by the State of Maryland. For purposes of this contract, only resumes of proposed onsite staff need to be submitted with contractor's written proposal.

Contractor Question 2:

Under Section C.4.7 Office Space and Storage-does the Off-Post Contractors Facilities (within 20 miles) including all related office equipment, furniture, and related supplies and the cost thereof to be included in the coefficient or a direct cost of each task order?

Government Answer to Question 2: Burdened Pulsar Estimates already have profit and overhead contained in the unit price book line items. Contractors have to decide whether the burdened unit prices sufficiently cover all of the contractor's indirect costs. If in the view of the contractor, the burdened unit price book line items don't sufficiently cover the firms all indirect costs associated with office space and storage then the contractor should add it to his/her coefficient.

Contractor Question 3:

Under C.4.8 is the cost of project vehicles, on site dumpsters & onsite trailers to be included in the coefficient or a direct cost of each task?

Government Answer to Question 3 : Under this contract on site trailers are not permitted on the installation. The pricing book does contain line items for debris dumpster and that line item should be selected when appropriate for a specific job. Vehicles specifically used to perform the construction work shall be selected from the unit price book when appropriate for a task. General use vehicles are considered to be an indirect cost and should be included in indirect overhead cost. Burdened Pulsar Estimates already have profit and overhead contained in the unit price book line items. Contractors have to decide whether the burdened unit prices sufficiently cover all of the contractor's indirect costs. If in the view of the contractor, the burdened unit price book line items don't sufficiently cover the firms indirect costs for vehicles, dumpsters and trailers then the contractor should add these costs to hi/her coefficient.

Contractor Question 4:

Under Section C-Descriptions and Specifications is the cost of field supervision and Quality Control inspection to be included in the coefficient or a direct cost of each task?

Government Answer to Question 4: Burdened Pulsar Estimates already have profit and overhead contained in the unit price book line items. Contractors have to decide whether the burdened unit prices sufficiently cover all of the contractor's indirect costs. If in the view of the contractor, the burdened unit price book line items don't sufficiently cover the firms indirect costs for contract management then the contractor should add it to his/her coefficient.

Contractor Question 5:

Under C.4.10 it states the government will provide free of charge Utilities. Does this include the contractors Off-site facilities or just project site? If not is the cost of utilities to be included in the coefficient?

Government Answer to Question 5: Paragraph C.4.9 states “the Government will provide free of charge only those utilities that are immediately available from existing outlets and supplies and then only to the extent that the usage is confined to the job site.” This paragraph indicates the Government will only provide utilities at the job site. The Government does not intend to provide free of charge any utilities associated with the contractors office or storage space. If burdened unit price book line items do not sufficient cover this indirect cost then the contractor should add it to his/her coefficient.

Contractor Question 6:

Under C.5.2.1 task order proposals could require a substantial amount of engineering, drawings, calculations, etc. which will result in tremendous costs to all awarded contractors to provide. Is the government going to pay for all contractors for their task order proposal efforts? Or are these costs to be added to the coefficient?

Government Answer to Question 6: Government will not directly reimburse the contractor for proposal preparation costs. Burdened Pulsar Estimates already have profit and overhead contained in the unit price book line items. Contractors have to decide whether the burdened unit prices sufficiently cover all of the contractor’s indirect costs. If in the view of the contractor, the burdened unit price book line items don’t sufficiently cover the firms indirect proposal preparation costs then the contractor should add it to his/her coefficient.

Contractor Question 7:

Under C. 6 (C.6.1 through C.6.5) Contractor Staff-Does the contractor staff outlined in the RFP require each awarded MATOC contractor to staff 5-9 full time MATOC dedicated resources throughout the duration of the contract regardless of the amount of task order activity and/or awarded task orders? An if so, is this enormous cost to be part of the coefficient?

Government Answer to Question 7: See answer to Question 1 for more information pertaining to minimum staffing required. Any indirect labor that the contractor perceives as not being sufficiently covered by the burdened unit price book line items should be add to the contractor’s coefficient.

Contractor Question 8:

Can awarded contractors provide Pulsar estimates of their own in-house divisions of work with lump sum pricing for division of work subcontracted and attach sub quotes for subcontracted portions of any given task order or is each awarded contractor required to provide in-house Pulsar complete estimates including subcontracted work divisions?

Government Answer to Question 8: No lump sum or non-Pulsar estimates will be accepted for this contract. The Government expects one pulsar estimate to be submitted for each task. Pulsar cost estimates submitted shall contain information for the prime contractor and all subcontractors proposed for a task.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C

DEPARTMENT OF THE ARMY
U.S.ARMY GARRISON, ABERDEEN PROVING GROUND
ABERDEEN PROVING GROUND, MARYLAND 21005-5001

30 JUNE 2006

**SPECIFICATION FOR POSTWIDE CONSTRUCTION
MULTIPLE AWARD TASK CONTRACT (MATOC)
SPECIFICATION NO. IEQ51IE5J**

**SPECIFICATION FOR POST WIDE CONSTRUCTION
MULTIPLE AWARD TASK ORDER CONTRACT (MATOC)
SPECIFICATION NO.: IEQ51IE5J**

C.1 SCOPE OF WORK: The contractor, as an independent agent and not as an agent of the Government, shall provide all services, materials and supplies, and perform all labor necessary for performing one-time unscheduled construction work in the Aberdeen and Edgewood Areas of Aberdeen Proving Ground (APG), Harford County, Maryland in accordance with the specifications herein and within the terms of the contract.

C.1.2 Start-up Period: Upon receipt of contract award, the contractor shall as soon as practicable, commence any familiarization activities prior to actual work on individual task orders. However, within (30) calendar days after receipt of contract award, the contractor shall be fully operational and capable of immediately starting work on any assigned task order.

C.1.3 Place of Performance:

C.1.3.1 General Location: The work called for herein shall be performed throughout the U.S. Army Aberdeen Proving Ground, Harford County, Maryland. The areas are as follows:

Aberdeen Area
Edgewood Area
Churchville Test Course
Van Bibber Water Treatment Plant
Hopkins Reservoir

C.1.3.2 Structure Conditions: The types of structures, age and use are widely varied and range from temporary wood framed barracks, three story metal framed office buildings to large masonry industrial process buildings from pre-World War I to facilities presently under construction.

C.1.4 Workday:

C.1.4.1 Daily: Unless otherwise specified, the normal working hours on APG for most Government employees are based on 80 hours, biweekly cycle as follows:

First Week	Monday through Thursday	0700-1700 HRS
	Friday	0700-1600 HRS
Second Week	Monday through Thursday	0700-1700 HRS
	Friday	Scheduled Day Off (SDO)

Prior to performing work during hours other than those specified, the contractor shall obtain the permission of the Contracting Officer or his authorized representative. The contractor will be allowed to work on the SDO as long as it is outside work or coordination was made with the Contracting Officer's Representative (COR) for access to inside the building. Normally, requests for permission to work during hours other than those specified shall be submitted no less than 24 hours prior to the time the contractor desires to perform such work.

C.1.4.2 Holidays: The Contractor shall not normally be expected to work during Federal holidays. Every effort will be made by the COR to have the work sites available on holidays if the contractor desires to work. Contractor shall submit request by e-mail, (3) working days in advance prior to working on a holiday. Proposals shall not include overtime for holidays unless specifically negotiated to expedite work.

C.1.4.3 Typical Projects: Types of work included under this type of contract are real property maintenance, alteration, renovation, new construction and repair projects; base utility maintenance and repair projects; environmental related services such as asbestos abatement, lead paint abatement, industrial hygienist's services, soil and gas laboratory analysis, UXO testing and monitoring, etc; that is incidental to performing task orders. Some projects will require certification by a professional engineer. Examples of such projects include, but are not limited to, fire sprinkler systems, sediment and erosion and storm water management plans, analysis of existing facility structures, pre-engineered buildings, etc. If certification is required, the Government will specify the requirement in the Task Order Request for Proposal (RFP).

C.1.4.4 Permits and Licenses: Contractor shall submit all approved common permits and licenses either at the beginning of the contract or in advance of the need for the required permit unless that license or permit expires. If federal, state, local Government or Industrial Regulations require updating or renewal of said permits or licenses the contractor shall update them as required. Contractor shall submit copy of pre-approved permit and licenses if specifically requested in the RFP. Contractor is responsible for keeping requirements updated for permits and licenses. Any fine and penalties imposed by federal, state, local or industrial regulators shall be the sole responsibility of the Contractor.

C.2 GENERAL ORDERING PROCEDURES FOR TASK ORDERS:

C.2.1 Site Visits: The Contracting Officer shall inform all contactors electronically of the place, date, and time for the site visit for low price and best value task orders. Emergency site visits will be conducted in the most efficient manner to ensure

quickest response. The Contracting Officer will follow up the site visit with a Request for Proposal (RFP) with a Scope of Work (SOW) to all interested parties. Contractor attendance at site visit is considered vital to preparation of competitive and cost effective offers, and to understanding the total requirements desired by the Government. Failure to attend site visits may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through, or other pre-award task order costs. The site visit notice or RFP will specify task order award type (Low Bid Award or Best Value Award) and any other special requirements.

C.2.1.1 Site Visit Notes: The contractor shall not work from verbal information and from observations made during the site visit. Information will be provided in writing to all Offerors.

C.2.1.2 All tasks will include specific instructions and details regarding the work required. These instructions and details may include, but will not be limited to, such items as work request number and title of project; building number if applicable; work to be performed; location of the work to be performed; list of required submittals; and technical points of contact.

C.2.2 Request for Proposals (RFP): When the Government requires work under the Multi Award Task Order Contract (MATOC), an RFP will be issued. **See Sample Government RFP and Sample Government Scope of Work contained in Section C – Attachment A.**

C.2.3 Task Order Proposal: The contractor shall prepare a detailed task order proposal in accordance with the **Sample Contractor Proposal Cover Sheet in Section C – Attachment A and prepare a cost proposal electronically using “PULSAR” Cost Estimating System.** Reference paragraph C.2.4. for instructions in using PULSAR. In response to an RFP, the contractor shall electronically submit (via email) a written cost proposal to the Contracting Officer. Partially submitted or late submitted proposals may not be accepted for competition.

C.2.3.1 RFP Sketches, Layouts and Design Drawings: If requested by the Government's RFP, the contractor shall prepare and submit sketches and layouts of the work for construction with sufficient detail for interpretation by the Government. Provide sizes, dimensions, routing, and layouts for architectural, civil, mechanical, and electrical work. Any sketches, layouts or design drawings submitted in response to the Government's RFP may be submitted in any format the contractor deems appropriate. Please note that if the contractor's offer is selected for award all sketches, layouts or design drawings and as-built drawings shall be provided by the contractor to the Government in Micro Station SE /V7 (DGN format) in order to be compatible with APG CADD standards and the GIS mapping system.

C.2.3.2 Scope of Work Clarifications: For Best Value Task Order (BVTO) RFPs, the contractor shall prepare and furnish a scope of work clarification if required, which shall include all items necessary for the proper execution and completion of the required work. Do not submit a scope of work clarification For Low Price Task Order (LPTO) proposals. If there are questions on the LPTO scope of work prepared by the Government, the Contractor shall submit his questions in writing to the Contracting Officer not later than (3) working days before bids are due. The Contracting Officer shall then provide written answers to all questions via email prior to the date and time proposals are due. Clarification of the scope of work submitted with your proposal on a LPTO constitutes a deviation in the scope of work and the proposal will not be considered for award.

C.2.4 Cost Proposal Format:

C.2.4.1 All cost proposals shall be prepared electronically using “PULSAR” Cost Estimating Software. Pulsar is a product of Estimating Systems, Inc., P.O. Box 1301, Forestdale, MA 02644. Estimating Systems can be contacted by telephone at 1-800-967-8572, by E-mail at esipulsar@adelphia.net, or at their Internet web site: <http://www.estimateingsystems.com>.

C.2.4.2 PULSAR is updated annually using RSMeans Facilities Construction Cost Data. The Contractor shall use the latest version of the PULSAR program. The date of the Request for Proposal (RFP) will determine the year of the PULSAR program that shall be used for the proposal. The software version year will run from February 1 through January 31.

C.2.4.3 At a minimum, proposals shall be submitted to the Contracting Officer by E-mail. Contractors may also provide extra copies of proposals and drawings on Floppy Disk, or Compact Disk. It is the Contracting Officer's discretion to accept electronically scanned copy of a PULSAR proposal in lieu of the original PULSAR electronic file (estimate.zip).

C.2.4.4 Once the PULSAR program is opened you must set up the initial parameters. Go to Utilities, System Defaults, Default Selections, Check “SUBCONTRACTED”, and Lines per Page = “90”. Leave all other fields at their default setting.

C.2.4.5 FILE NAME CONVENTION

C = Contractor (All Contractor proposals will begin with C)
 A = Contractor # 1 (B = Contractor #2, etc., to be determined by the Contracting Officer).
 X = any unique alphanumeric character sequence such as 05-012.
 V = Version number (This would be for revised proposals).
 Title = Abbreviation information such as Building Number (i.e. 4304, E5126, etc.).
 Mod # = Modification Number (Not applicable for the original Task Order proposal).

C.2.4.6 There are (20) possible characters in the Estimate Name.

C.2.4.7 The following “Estimate Header Information” convention shall be followed:

C.2.4.7.1 Description = Contract Number, Task Order Number and Work Request Number.
(i.e. DABJ05-03-D-0001, TO 0025, WRASQ-Y025-4J). Task Order number is only applicable to modifications).

C.2.4.7.2 Project Name = Brief Description of the project including Building Number or Area.

C.2.4.7.3 Location = "Aberdeen Area" or "Edgewood Area" as appropriate.

C.2.4.7.4 Architect/Engineer = "The Name of Your Company"

C.2.4.7.5 Owner = Government organization that is for i.e. ATC, ARL, DIO, etc.

C.2.4.7.6 Quantities By and Entered By = Use this at your option.

C.2.4.7.7 Estimate Type = "MATOC"

C.2.4.8 Set the CCI Report Options as follows:

C.2.4.8.1 Reporting Level = "DETAILED ALL FIELDS"

C.2.4.8.2 City Cost Index = "MARYLAND, BALTIMORE"

C.2.4.8.3 City Cost Index Adjustment Options = "TOTAL"

C.2.4.9 Check the "BURDENED" box.

C.2.4.9.1 Sales Tax = 5%

C.2.4.9.2 Material = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.3 Labor = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.4 Equipment = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.5 Coefficient = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.6 Subcontract = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.7 Bond = 0%

C.2.4.9.8 Contingency = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.10 The Contractor shall indicate the proposed amount in percent to be charged for Material, Labor, Equipment, Coefficient, Subcontract and Contingency.

C.2.4.11 To send PULSAR estimates by E-mail, two steps have to occur.

C.2.4.11.1 BACKUP THE ESTIMATE:

C.2.4.11.2 Back-up the proposal using the following commands:

- From the Main (first) PULSAR Menu Screen, select UTILITIES
- BACKUP/RESTORE
- Select BACKUP
- "Backup to Folder": Select A: \ (floppy drive), or C: \ (hard drive)
- Check box "Estimates Backup from Folder"
- Click on "Load from (where you store your estimates)"
- Click on the estimate you want to send
- Click on "BACKUP"
- PULSAR will save the estimate as "ESTIMATE.ZIP"
- Screen message "Backup to estimate.zip Done"
- Click "OK"

C.2.4.11.3 RENAME THE ESTIMATE: The APG E-mail will not allow "zipped" files such as "ESTIMATE.ZIP" to be sent to Government computers. Therefore the "ESTIMATE.ZIP" files must be renamed to "ESTIMATE.ZZZ". To do this:

- Go to where you backed up the estimate
- Right Click on "ESTIMATE.ZIP"
- Click "RENAME"

- Click in the highlighted box
- Type "ESTIMATE.ZZZ"

C.2.4.12 To open a PULSAR estimate that you have received by E-mail, you must perform the following two steps:

C.2.4.12.1 RENAME THE ESTIMATE.

- Right Click in "ESTIMATE.ZZZ"
- Click "RENAME"
- Click in the highlighted box
- Type "ESTIMATE.ZIP"

C.2.4.12.2 RESTORE THE ESTIMATE.

- From the Main (first) PULSAR Menu Screen select UTILITIES
- BACKUP/RESTORE
- Select "RESTORE"
- "Restore from Folder": Select the folder that has the ESTIMATE.ZIP file
- Check box "Estimates Restore to Folder" (where you store your estimates on your hard drive)
- Click on "Load from (Select the drive where "ESTIMATE.ZIP" is located
- Click on the estimate you want to restore
- Click on "RESTORE"
- Screen message: "Restore from Estimate.zip Done"
- Click "OK"

C.2.5 Construction Schedule: The contractor shall prepare a construction schedule for each task order with sufficient detail to enable an accurate understanding of the sequence of work and a time delineation of each work task. The schedule shall be submitted to the COR at the pre-construction meeting. Schedules are required on all task orders and shall be completed by using P.E.R.T., Network, Gant, or any other similar critical path method software. This schedule will be used as the basis to determine if the contractor has made appropriate progress toward meeting the completion date. Contractor shall provide an updated schedule within (7) working days of any modification adding or changing work on the task order. Failure of the contractor to meet any milestone in the critical path will be considered performance that endangers completion under the task order and may affect the contractor's ability to receive future task order work.

C.2.6 Procedure For Providing Information Or Communications: In order to comply with the Government's policy on paperless acquisitions, the contractor shall be required to submit all information related to the contract via an email, internet or other electronic means such as CD's, diskettes or current technology. As a minimum, the contractor shall have an email account able to accept files that are up to 3 MEGS in size. The contractor shall use a combination of the following format on the subject line for all e-mails to the Government: contract number, work request number, task order number, and building number. Information contained within e-mail subject lines shall pertain to one subject matter only.

C.2.7 Completed Plans and Estimate Package: The contractor shall prepare an RFP cover sheet per the sample listed in Attachment A of this solicitation and shall submit the cover sheet with all completed plans and work estimates to Contracting Officer within the timeframe stated on the RFP.

C.2.8 Proposal Review: Upon receipt of the contractor's proposal, the Government will review the task order proposal for completeness and within twenty-one (21) calendar days, the Government will accept or reject contractor's proposal for further consideration. Government will notify the contractor by e-mail or letter if the proposal is rejected stating the reason for rejection. Once the Government rejects the proposal, then contractor is barred from further competition on that particular task order.

C.2.9 Withdrawal of Request for Task Order Proposal: Prior to issuance of any task order, the Government reserves the right to withdraw the request for task order proposal. All costs associated with the preparation of the task order proposal are to be borne by the contractor.

C.2.10 Competition: It is anticipated that most, if not all, of the task orders will be awarded based on competition. It is expected that MATOC contractors shall submit proposals for all RFP's issued. However, if a contractor is unable to propose on any particular Task Order then he/she shall notify the Contracting Officer in writing. Failure to provide a proposal will not be counted against the contractor during past performance reviews so long as the contractor provides a written notification by the proposal due date specified in the RFP. If the contractor fails to provide a written explanation by the proposal due date, the contractor's failure to respond will be considered during past performance evaluations.

C.2.11 Task Orders:

C.2.11.1 The delivery schedule for each task order is firm. Liquidated Damages, as defined in FAR 52.211-12 I will apply to each task order. Also see C.2.5.

C.2.11.2 Only the task order with the Contracting Officer's signature and date shall constitute an order to perform the work. The Facilities Engineering Work Request/order will NOT be construed as an order to the contractor.

C.2.11.3 The Contracting Officer will issue task orders on a firm-fixed-priced basis. Task orders will NOT be issued on a "Time & Material" basis.

C.3 TYPES OF TASK ORDERS:

C.3.1 Competitive Task Order: This type of order will be awarded based on competition. Task orders awarded on a competitive basis will involve competition between all contractors.

C.3.1.1 Low Price Task Orders: (LPTO):

C.3.1.1.1 RFP will include detailed information concerning final task order requirements. Typical items that may be included with the RFP (if applicable) is the statement of work, construction specifications, design drawings, sketches, attachments, environmental requirements, and any other special requirements needed for the task order (i.e. overtime and scheduling requirements, special product requirements, etc).

C.3.1.1.2 The contractor shall electronically submit a detailed task order proposal as described in Paragraph C.2.3 plus any specific data or analysis requested in the task order RFP.

C.3.1.1.3 The Government will review MATOC contractor's proposals for completeness as described in paragraph C.2.4.

C.3.1.1.4 Task Order Award: Award may be made without discussions to the lowest price from all accepted proposals. Awarded task orders will be firm-fixed price with specific completion dates.

C.3.1.2 Best Value Task Order (BVTO):

C.3.1.2.1 During initial project site visit, the Government will brief contractors on task order design (if required) and any other construction requirements. RFP will include a brief statement of work along with all applicable design criteria, engineering calculations and analysis requirements, submittal requirements, environmental requirements, scheduling requirements, etc. RFP will also describe the evaluation criteria to be utilized in evaluating best value task order proposal. Evaluation criteria listed on RFPs are listed in descending order of importance: For example the following criteria or any other set of criteria could be used to evaluate BVTO proposals:

- a. Technical Approach: The contractor shall demonstrate technical ability through value engineering, proposal design narrative, and manufacturer's equipment being proposed. The contractor shall describe in detail how he will accomplish the project. He shall submit manufacturer's information on selected materials for the project.
- b. Price.
- c. Schedule: The contractor shall provide a CPM schedule to include design and construction. Indicate major milestone on the schedule i.e. foundation and slab installed under roof, etc.

C.3.1.2.2 In response to the task order RFP requirements, the contractor may have to submit (if applicable) concept design drawings, detail construction scope of work, specifications, engineering analysis, material data sheets, design, construction schedule, safety and environmental permits requirements and detailed task order proposal as describe in Paragraph C.2.3.

C.3.1.2.2.1 Concept Design: Concept design drawing is a design drawing, sufficient in detail to explain concept of the proposed construction project (i.e. building layouts, equipment locations, utility locations, doors, windows, etc.) Concept designs submitted in response to request for proposals, which are not selected for award negotiations, are not considered incomplete proposals. The Government will not directly reimburse the contractor for preparation of concept design not selected for award. However, Contractors shall include detailed cost information in their pricing proposal for engineering services, which will be required to complete the task order in the event the Government accepts the contractor's proposal for award.

C.3.1.2.2.2 Bill of Material: Contractor shall list all major material items as defined in the individual task RFP in detail (i.e. type of material, manufacturer information, model number, grade of material, size of material etc.) For examples:

- a. Ton, ABC Company, Roof top, DX HVAC Unit model # 1111.
- b. 3'x5', ABC Company, Three panels, insulated window.
- c. 16 Gauge, Commercial grade, stains resistance carpet.
- d. 5/8", 1 1/2 hour fire rated Gypsum wallboard.
- e. 2x4, load bearing, wood studs.
- f. Energy Efficient, COE standard detail 40-06-04, Type 216, 4 Lamp, fluorescent Lighting.
- g. 200 AMP, 16 Breaker, Commercial electrical panel.

C.3.1.2.3 The Contracting Officer and/or the Project Manager will review each proposal for completeness as described in paragraph C.2.4. The Government PM and/or technical team will evaluate proposals. As specified by the RFP, the Government will evaluate proposals for such factors as price, design, engineering, quality, scheduling, past performance or any other evaluation criteria deemed appropriate for particular task orders. The Government may request further information from the contractors or request a one-on-one meeting for proposal negotiations. Depending on the size, type, and complexity of particular task order, the Government may then request a final proposal revision from each contractor. Request for final proposal revision will be sent by the Contracting Officer via e-mail and/or by official letter.

C.3.1.2.3.1 In accordance with paragraph C.2.3, the contractor shall submit final proposal revision within the time frame specified by the request for final revision.

C.3.1.2.3.2 The Contracting Officer and/or the Project Manager will review each final revision proposal for completeness as described in paragraph C.2.4.

C.3.1.2.3.3 The Contracting Officer, in making the decisions on the award of the BVTO, will consider evaluation factors specified in each RFP. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered.

C.3.1.2.4 Task Order Award: Award may be made without discussions to the offeror who submits an acceptable proposal that is the most advantageous to the Government. The awarded task order will be firm-fixed priced with a specific completion date.

C.3.2 Non-Competitive Task Order: These types of orders shall be issued on either a sole source or a limited basis.

C.3.2.1 A task may be “directed” to a specific vendor(s) if it is justified in writing to the Contracting Officer by the requiring activity. Vendors other than the “directed” vendor(s) will not be given an opportunity to compete for task orders when the Contracting Officer has determined the following:

C.3.2.1.1 The agency need is so urgent that providing fair opportunity to all awardees would result in unacceptable delays. Conditions involving imminent danger to life, limb, or infrastructure are examples of unacceptable delays that would warrant non-competitive orders.

C.3.2.1.2 Only one contractor is capable of providing the supplies or services at the level of quality required because the supplies or services are unique or highly specialized.

C.3.2.1.3 The delivery or task order is a logical follow-on to a previously issued order, provided all awardees were provided a fair opportunity to be considered for the original order.

C.3.2.1.4 An order is placed with a contractor to satisfy a minimum guarantee. Each of the multiple awardees will receive sufficient tasks to satisfy their minimum guaranteed amount and to provide a baseline of performance data.

C.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK ON TASK ORDERS:

C.4.1 General: The contractor shall commence work within the time specified on the task order, request and hold a pre-construction meeting with the COR within (10) calendar days after the Contracting Officer has issued a signed task order and then complete the entire work not later than the completion date specified on the task order. The time stated for completion shall include final cleanup of the premises.

C.4.2 Work Completion Package: Reference section C.9 for more information.

C.4.3 Final Inspection: Reference section C.9 for more information.

C.4.4 Scheduling Work: Reference section C.9 for more information.

C.4.4.1 Contractor shall include sufficient time in his proposal for Government review and approval of all submittals. Government will review and approve each required submittal within (21) calendar days. The contractor shall submit all submittals for review and approval within (10) calendar days after the Contracting Officer issues an order, unless an exception is granted in writing by the Contracting Officer.

C.4.5 Status of Task Orders: The contractor shall provide a written summary report of the current status on all task orders that have been issued to the contractor in a contract period. Separate status reports will be prepared for the Base Year and each option period. If ten orders are issued during the Base Year then the Base Year report will include information on tasks orders one through ten including all information pertaining to change order modifications made to these same orders. The report shall be submitted to the Army Contracting Agency (ACA), APG Directorate of Contracting, Chief of Facilities Branch, with a carbon copy to the Contracting Officer/Contract Specialist on Monday of each week and shall include as a minimum, task order number, work request number, building location, task order description, task order amount, modification amount, total task order amount, Government project manager, COR, Contract Specialist, date issued, date completed, pre-construction date, scheduled start and finish dates, actual start and finish dates, percent complete, and remarks. Verbal status shall be provided to the Government upon request.

C.4.6 Security/Worksite Appearance: The contractor shall provide adequate protection for all parts of the building wherever work under this contract is performed. Adequate protection will be determined by the security regulation that applies to the function of the facility at the time the work will be performed. Contractor shall maintain work site to be reasonably neat in appearance. This shall be done by daily cleanups of dust, construction debris, etc. at the end of the workday.

C.4.7 Office Space and Shop/Storage: The Government will NOT provide office space in any of the areas as listed in section C.1.3.1, of Aberdeen Proving Ground (APG) for this contract. Materials and Equipment can be stored at the job site if space is directly available at the job site. If space is not available, the contractor is responsible for finding alternate storage space off post. The contractor is responsible for all costs associated with locating and set-up of office, shop, and storage space for housing personnel, office supplies, material and equipment directly related to this contract. The contractor's OFF-POST facilities shall be within a 20-mile radius of APG.

C.4.8 Vehicles: The contractor shall furnish vehicle(s) of sufficient capacity and all associated support to include fuel and maintenance required to transport contractor personnel, tools, small equipment, and other items required to perform work under this contract. Contractor's vehicles shall be subject to all APG vehicle laws, regulations and requirements.

C.4.9 Utilities/Telephone Service: Unless otherwise specified, the Government will provide free of charge only those utilities that are immediately available from existing outlets and supplies and then only to the extent that the usage is confined to the job site. The contractor shall provide telephone service that may be necessary for the execution of this contract.

C.4.10 Utilities Outages: All utility service outages shall be at the convenience of the Government and unless otherwise specified in the task assignments, and will normally be scheduled during off-duty hours or weekends. All proposed utility outages require approval of the COR and requests for outages shall be submitted in writing and submitted electronically. Requests shall be submitted to the COR a minimum of (21) calendar days in advance. Work on high voltage primary lines shall be accomplished while lines are de-energized and grounds are in place. If due to extenuating circumstances, this is not practical, permission may be requested through the COR, in writing to allow work while energized or hot. If permission is granted to work on energized lines, the contractor shall be subject to all OSHA requirements for equipment and worker protection.

C.4.11 Environmental Protection: See attachment "B".

C.4.12 Dispose Of Waste Oil: Generators of waste oil must certify, in writing, that the waste oil contains no other materials, i.e.: waste solvents, PCB's, anti-freeze, etc., before it will be collected by Buildings, Grounds and Utilities Division of the Directorate of Public Works. Contaminated oils will be disposed of in accordance with Aberdeen Proving Ground Regulation (APGR) 200-60, Environmental Quality, Hazardous Waste Management.

C.4.13 Asbestos and Lead Paint Removal Work: As required by individual task orders, the contractor shall perform asbestos and/or lead paint removal and disposal operations in compliance with all latest federal, state, and local laws, regulations, standards, and codes, governing asbestos and lead paint removal and disposal.

C.4.13.1 Task Order Asbestos and Lead Abatement Plan of Action: The contractor shall submit a detailed task order plan for Asbestos and Lead Abatement when the scope of work calls for this type of work. The plan shall show the sequence of marking, removal, packing and transporting of these materials to the on post site referenced in paragraph C.4.13.4, the interface of trades, and the methods of removal to be used to ensure the safety of the workers and building occupants. The Government shall approve each plan, prior to the contractor's commencement of asbestos or lead related work. These task order plans shall be delivered to the COR within (30) calendar days of task order award.

C.4.13.2 Contractor Responsibility: The contractor shall assume full responsibility and liability for compliance with OSHA Title 29, part 1910, Section 20 and Title 29, Part 1910 Section 1025 pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor shall hold the other parties harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.

C.4.13.3 Replacement Materials: Materials which replace removed materials containing Asbestos and/or lead shall be asbestos and lead-free, and match the quality of the replaced material and/or shall be as directed by the Contracting Officer.

C.4.13.4 Execution: The contractor shall notify the Government Ninety-Six (96) hours prior to removal of Asbestos and/or lead contaminated construction debris. The contractor shall pack all debris in such a way that no debris may escape. Each package of debris shall be labeled with the following: D008, HAZARDOUS ASBESTOS or LEAD WASTE, building number, date of removal, hazardous waste tracking number. The contractor shall arrange to transport the hazardous waste debris to the Temporary Satellite Site (TSS) in the Aberdeen Area or directly to the Treatment Storage and Disposal Facility (TSDF) in Edgewood. The contractor shall coordinate with the Directorate of Public Works (DPW) to obtain a container bar-code inventory number prior to transporting to the TSS or TSDF. Without a bar-code inventory number the material will not be accepted. For hazardous waste debris, the contractor shall use an EPA label 1009. The TSS site manager and Government generator will be identified during the pre-construction conference and turn-in procedures discussed prior to the start of work. Contractor compliance of APGR 200-60 is mandatory.

C.4.13.5 Building Protection: The contractor shall protect the building from damage caused by removal and transporting of material by providing temporary partitions tightly sealed to allow continued building occupancy.

C.4.13.6 The contractor shall establish and maintain emergency exits from and through the areas outside the abatement work area, as required by applicable building codes.

C.4.13.7 Re-Establishment of Objects and Systems: The contractor shall repair all damage to existing floors, walls, ceilings, and other surfaces and equipment caused by work or the installation of barricades, enclosures, separations, etc. The contractor shall replace designated asbestos and/or lead containing materials with asbestos and/or lead-free materials as directed, re-establish mechanical and electrical systems to proper working order and install new filters and dispose of used filters as contaminated waste.

C.5 MATERIALS:

C.5.1 Materials: The contractor shall furnish materials required for the performance of the contract. All materials shall be new and in compliance with construction industry standards including the National Electric Code, National Fire Code and Building Owner's Official and Code Administrator's (BOCA) Standards and the Government's specifications, Energy Efficient and preferred Paints according to APG paint policy (if provided or referenced) in the Statement of Work furnished with a task order RFP. Security for materials used in the performance of the contract is the sole responsibility of the contractor.

C.5.1.1 Non-Use of Asbestos: No asbestos shall be furnished nor installed under this contract. Appliances, equipment, components, compounds, and other items which utilize gaskets, seals, insulation, filler reinforcement, whether factory fabricated or field fabricated shall be accompanied by formal literature or specific statement from the manufacturer/supplier that no asbestos has been incorporated into this product.

C.5.2 Shop Drawings, Coordination Drawings, and Schedules:

C.5.2.1 The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications/scope of work or requested by the Contracting Officer as follows:

C.5.2.1.1 Shop drawings shall include fabrication, erection and setting drawings, schedule drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data to explain in detail specific portions of the work required in the contract.

C.5.2.1.2 Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to the Contractor who shall then furnish the number of additional prints as the Contractor may desire or need for his use or use by subcontractors.

C.5.2.1.3 Before submitting shop drawings, the Contractor shall coordinate them (by means of coordination drawings and schedules wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

C.5.2.1.4 Each shop drawing or coordination drawing shall have a blank area 5 by 5 inches, located adjacent to the title block. The title block shall display the following:

- Number and title of drawing
- Date of drawing or revision
- Name of project building or facility
- Name of Contractor and (if appropriate) name of subcontractor submitting drawing
- Clear identity of contents and location of work
- Project title and contract number

C.5.2.1.5 Unless otherwise provided in this contract or task order scope of work, or otherwise directed by the Contracting Officer, shop drawings, coordination drawings and schedules shall be submitted to the COR, with a transmittal letter in triplicate, sufficiently in advance of construction requirements to permit no less than (21) calendar days for the Government to check and take appropriate action.

C.5.2.1.6 If drawings or schedules show variation from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Contracting Officer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variation he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings or schedules may have been approved.

C.5.3 Samples:

C.5.3.1 After the award of the contract, the Contractor shall furnish for approval by the Government samples required by the specifications or by the Contracting Officer. Samples shall be delivered to the COR as specified by task order scopes of work. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Contracting Officer.

C.5.3.2 Each sample shall have a label indicating:

- Name of the building or facility, project title and contract number
- Name of Contractor and, if appropriate, name of subcontractor
- Identification of material or equipment with specification requirement
- Place of origin
- Name of producer and brand (if any)

C.5.3.3 The Contractor shall mail under separate cover a letter in triplicate submitting each shipment of samples and containing the information required in C.5.3.2 above. He shall enclose a copy of this letter with the shipment and send a copy to the COR on the project.

C.5.3.4 Samples of various materials or equipment delivered on the site or in place may be taken by the Government representative for testing as may be required in the contract. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found to have not met contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

C.5.3.5 Unless otherwise specified, when tests are required only one test of each sample proposed for use will be made at the expense of the Government. Samples, which do not meet specification requirement, will be rejected. The Government at the expense of the Contractor will make testing of additional samples.

C.5.4 Equipment: The contractor shall provide all equipment needed to perform tasks. All equipment shall be in compliance with OSHA regulations. Additional time will not be allowed due to faulty equipment. Security for equipment used in the performance of the contract is the sole responsibility of the contractor.

C.6 CONTRACTOR STAFF:

C.6.1 The contractor shall be required to maintain an off-site staff to respond to the requirements set forth in this contract. No on-site location will be provided. The Contractor shall establish his staff at an off-site location in close proximity (within 20-mile radius) to the Directorate of Installation Operations.

C.6.2 The Contractor shall at a minimum, maintain a general onsite management staff to include at least a project manager, a quality control manager, and a site supervisor. This minimum staff shall be maintained during the life of the contract to respond to new task order requirements and management of awarded task orders. At the discretion of the Contractor, onsite staff may also include support staff for office administration and engineering services related to architectural, civil, structural, mechanical, electrical, drafting, CADD, and surveying disciplines. Support services may also be provided by the contractor on an as needed basis from outside firms as may be required by individual task orders. All staff provided under the contract shall have a minimum of five years experience in their related fields. Services of a Professional Registered Engineer shall also follow experience and certification requirements specified by the State of Maryland. For purposes of this contract, only resumes of proposed onsite staff need to be submitted with contractor's written proposal.

C.6.3 The contractor shall furnish fully qualified managerial, administrative, and technical personnel to accomplish all work required under the contract. The contractor agrees to assign key personnel and subcontractors whose resumes were submitted with his or her proposal who are necessary to fulfill the requirements of the RFP. No substitutions shall be made except in accordance with this paragraph. All proposed substitutions shall be submitted in writing (14) calendar days in advance of the proposed substitutions to the Contracting Officer. All requests for substitutions shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting officer as needed by him or her to approve or disapprove the proposed substitution. All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person or subcontractor to be replaced. The contracting officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof. The contractor further agrees to include the substance of this clause in any subcontract which he awards under this contract. Should the contractor fail to provide a suitable substitute as determined by the contracting officer, this contract may be terminated for default. Prior to contract performance, the contractor shall submit a list of all key employees to the COR and the Contracting Officer.

C.6.4 The Contractor shall submit an organizational chart with the contractor's proposed Quality Control Plan. The organizational chart shall specify the name, specialty and phone number of each person proposed to perform under this contract. No task orders shall be issued prior to receipt of the Contractor's organizational chart.

C.6.5 The contractor shall provide a letter of authorization within (10) calendar days of contract award to the Contracting Officer which designates individuals that are authorized by your firm to hold discussions, negotiate and sign binding agreements with the Government during the entire length of the contract. This letter shall be updated as employee status changes.

C.7 GENERAL CONDITIONS:

C.7.1 Access to Job-Sites in Security Areas: For job-sites at Aberdeen Proving Ground in security areas, contractors/contractor employees entering these areas shall, at a minimum, have a photographic security badge or be escorted by a person having such badge. A non-Government person with a security badge may escort up to four persons (**except foreign nationals**) without a photographic security badge, provided all remain together and within sight of the escort. The contractor shall submit applications for his employees after award of contract. Forms may be obtained from the Administrative Office in Building 4304. Badge applications require approximately six (6) weeks for processing after receipt of applications. Certain areas are more restrictive than outlined above. All personnel and equipment entering these areas shall be subject to applicable local and federal regulations.

C.7.1.1 Contractors/Contractor employees who will require unescorted access to a security area of Aberdeen Proving Ground (APG), Maryland, as defined by APG Regulation 190-4, Movement Control Within The Installation, while performing contractual work and/or to dispose of waste material at the disposal/salvage area(s), shall be required to present and display Government-issued security area identification badges in order to gain and exercise unescorted entry into the security area(s).

C.7.1.2 The contractor shall submit to the COR, for each employee requiring said access, a completed:

- (1) EAP Form 1199, Application for Identification Card, for a security badge. The contractor shall verify U.S. citizenship, and status annotated in the "Remarks" section.
- (2) FD Form 258, Applicant Fingerprint Card, unless proof of possession of a Personal Security Clearance or completion of a favorable National Agency Check (NAC) is given.

C.7.1.3 Contractor shall advise employees that this information will be used to review criminal history records. Adverse information may result

in an individual being denied security area access.

C.7.1.4 Contractor personnel authorized access to a security area will be issued photographic or non-photographic security area badges as required. Upon termination of the contract or the individual's employment, whichever is first, the contractor shall collect badges and effect turn-in to the issuing officer.

C.7.1.5 Foreign Nationals/Immigrant Aliens may only work on APG when escorted by personnel having a current APG ID and they are pre-approved by the Base security office. Base security will not issue permanent contractor identification badge to foreign Nationals/Immigrant Aliens. Foreign Nationals may not work in the high security areas of APG.

C.7.1.6 Caution: Contractor shall be responsible for delays in the progress/completion of this contract due to contractor employee's disqualification for security badges. Such delays will not be deemed excusable under the Default Clause and further may be subject to the Liquidated Damages provision of this contract, if applicable.

C.7.1.7 Contractor Identification (ID) Badges: Contractors/Contractor employees and subcontractors who will require unescorted access onto Aberdeen Proving Ground (APG), Maryland while performing contractual work, shall be required to present and display Government-issued Contractor Identification Badge in order to gain and exercise unescorted entry onto Aberdeen Proving Grounds. NOTE: This identification badge is required in addition to the photographic security badge. The photographic security badge cannot be used to gain entry onto Aberdeen Proving Ground.

C.7.1.8 The prime contractor shall identify in writing one individual who will be the point of contact (POC) for the coordination of security and contractor identification badges of his employees, sub-contractors or any one else needed to perform contractual work under this contract. Prior to any individual requesting security or contractor identification badges, the contractor's POC shall notify the Security Office, Building 4304 at (410) 306-1150 and the Construction Branch, Building 4304 at (410) 306-1161 by email the following information:

a. Prime Contractor Employee: Prime Contractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Prime Contractor's Email Address - Individuals Full Name.

b. Subcontractor Employees: Subcontractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Subcontractor's Email Address - Individuals Full Name.

C.7.1.9 The prime contractor shall ensure that all Government issued badges that were requested and issued are returned to the security office in Building 4304 at the completion of the contract. Failure to return any Government issued badges shall be reflected negatively in future past performance evaluations.

C.7.1.9.1 The prime contractor shall insure that individuals issued Photographic Security Badges and Contractor Identification Badges properly safeguard them. When an individual does not have his or her badge in their possession, the badge shall be secured, shall not be left unattended in vehicles, or left in the possession of a third party or displayed outside of the areas which they are to be used.

C.7.1.9.2 In case of a lost or misplaced badge the prime contractor shall notify the Security Office, Building 4304 at (410) 306 1150 and the Construction Branch, Building 4304 at (410) 306-1161 as soon as possible. The prime contractor is required to conduct visual inventories of assigned badges on a monthly basis to insure that the badges are accounted for and have not been lost or stolen.

C.7.2 As-Built Data:

C.7.2.1 Exterior Work – New Buildings, Utilities, Roads, etc. and any change to geospatial features.

C.7.2.1.1 Contractor shall provide as-built data when required in a task order. As-built data shall be compiled from field surveys performed by a Registered Professional Land Surveyor. This work shall be tied into the installation monument system on Universal Transverse Mercator (UTM) projection and WGS84 datum for horizontal locations. Vertical elevations will be on NAD 88 datum based on Aberdeen Proving Ground monuments. The as-built survey shall be shown on standard Director of Installation Operations (DIO) drawing sheets and signed by a Registered Professional Land Surveyor. Delivery of this data shall consist of one set of hard copy drawings and digital files consisting of Micro Station SE/V7 (.DGN) format. These files are to be delivered on 3-1/2 inch floppy discs or CD's.

C.7.2.1.2 Information contained on the as-builts shall consist of but not be limited to:

- Building footprints
- Paving (roads, parking lots, hardstands, pads, walks, etc.)
- Fencing
- Utilities (water, sewer, storm drainage, steam, electric, telephone, fiber optics, gas or fuel, etc., and associated appurtenances)
- Structures (bridges, testing facilities, etc.)
- Prominent physical features.
- Vegetation clearing
- Limits of disturbed areas
- Utility elevations (inverts)
- New trees larger than 2" caliper
- Permanent erosion and sediment control devices

Permanent storm water management devices

C.7.2.1.3 The limits of the as-built plans shall be from the point in which new work ties into existing features and infrastructure to and including the building or structure footprint. The contractor shall locate and show on the As-Built a minimum of six existing features in the vicinity of the construction. Examples of these features could be existing building corners, utility poles, manholes or utility appurtenances.

C.7.2.1.4 The information that is depicted on the as-built drawings shall have UTM coordinate values associated with the features respective location. UTM value is required at the following points:

Corners of buildings

Point of tangent, point of curve, point of compound curve, point of reverse curve, on Linear features. Coordinate values and elevations shall be spaced no longer than 50' apart along Linear features.

Poles, transformer, manholes, valves, tees, hydrants, and any Other appurtenances associated with utilities.

C.7.2.2 Interior Work:

C.7.2.2.1 The contractor shall be furnished by the Government one set of full size prints of the building drawings along with a digital file in Micro station (DGN) format or CIT (raster format) if such drawings exist within the Government records. These files are to be used to aid the contractor in producing as-builts. If this data does not exist, it does not release the contractor from generating as-builts. The contractor shall furnish the Government the As-Built in Micro Station SE/V7 (DGN) format. Task Order RFPs will indicate if drawings and digital files are or are not available. Drawings shall include the areas where work has been performed. Indicating the existing conditions after the new work has been performed which includes removal of existing items and installation of new items. Drawings shall indicate the tie-in locations (connecting new items to existing).

C.7.2.2.2 The contractor shall maintain on site a copy of as-built drawings to include records showing any modifications or changes performed.

C.7.2.2.3 The changes noted on the hard copy shall be incorporated into the digital data. Both the hard copies and digital files shall be turned over to the COR when the completion package is submitted after acceptance by the Government of the work at the physical job location.

C.7.3 Excavation Clearances: Contractor shall obtain an Excavation Permit (EP) from the Construction Branch of DIO before starting any excavation work. The contractor shall initiate the permit process by filling out the "EXCAVATOR SECTION" of the EP, and submitting through the COR. Processing will normally require (10) working days. The contractor shall also obtain digging clearance through "MISS UTILITY" to check for the existence of private commercial utilities prior to any excavation.

C.7.3.1 All damage to identified utilities shall be the fiscal responsibility of the contractor, to include any peripheral loss imposed on the organizations/tenants of Aberdeen Proving Ground (e.g. damage to facilities, equipment, and loss of productivity due to loss of any utility). The COR or the Directorate of Safety, Health, and Environment (DSHE) have the authority to stop any excavation that is either unsafe or unauthorized.

C.7.3.2 Should the contractor encounter unidentified utility lines, all excavation work shall stop, and COR shall be notified immediately. Excavation work shall not be permitted until the utilities are properly identified, and the COR indicates to the contractor that he may continue the excavation.

C.7.3.3 Permits issued by APG shall be good for (30) calendar days from date of issuance. Contractor shall perform the work immediately after the utilities are "marked" and maintain the "markings" during construction to avoid the need to locate utilities a second time. Cost of re-marking the utilities and/or issuing a new permit for the same work shall be borne by the contractor at the cost of \$250.00 for time requested except in those instances when there is a Government caused delay that would prevent construction in the area that has been marked.

C.7.3.4 Utility Pole Permit: The contractor shall obtain a "Utility Pole Permit" (UPP) from the COR, DIO Control Office before starting any construction of electrical and telecommunications work, which may involve attaching lines, wires, cables, conduit, or other equipment to utility poles on Aberdeen Proving Ground. All utility pole attachments shall comply with APG regulations and the latest version of the National Electrical Safety Code (NESC) ANSI C2.

C.7.3.4.1 The contractor initiates the permit process by completing a utility pole permit form, and submitting it to the DIO Control Office. The permit process will normally require approximately (21) working days. This does not include or give permission for an electrical outage. Upon completion of utility pole work, the contractor shall ensure that all work has been completed in accordance with the approved utility pole permit and Aberdeen Proving Ground regulations. Permits issued by APG shall be good for (60) calendar days from date of issuance.

C.7.3.4.2 All damage to identify overhead utilities or utility poles shall be the fiscal responsibility of the contractor, to include any peripheral loss imposed on the organization/tenants of Aberdeen Proving Ground (e.g. damage to facilities, equipment, and loss of productivity due to loss of any utility). The COR or the Directorate of Safety, Health, and Environment (DSHE) have the authority to stop any utility pole work that is either unsafe or unauthorized.

C.7.4 Fire Prevention and Protection: The contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the APG Fire Prevention and Protection Division (FPPD) for the contractors use. The use of open flame devices, such as blow torches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment requires that a burning permit be obtained from the APG FPPD and DSHE. The contractor shall be liable for any fire damage to Government property attributable to negligence on the part of the contractor. Contractor may call the FPPD at (410) 306-0501 for on-site inspection, or report to Building 2200, Aberdeen

Boulevard to receive specific fire instructions. In the Edgewood Area contractors shall call (410) 436-4451 or 4452, or visit Building E-5180.

C.7.5 Fuel Burning Equipment:

C.7.5.1 Any fuel burning equipment under this contract will be supplied with Reasonably Available Control Technology (RACT), which reduces emission of Nitrogen Oxides. Manufacturers offer low NOx burners as optional items on their equipment. These low NOx burners shall be selected and their price included in the contractor's bid.

C.7.5.2 As an alternative to RACT compliant burners the contractor may choose to meet an emission limit as follows:

NOx Emission Limits (24 Hour Average)

Fuel	Tangential-Fired (Lbs/MBtu)	Wall-Fired (Lbs/MBtu)	Cyclone (Lbs/MBtu)
Gas Only	0.02	0.2	Not Appl
Gas & Oil	0.25	0.25	0.43

C.7.6 Lyme Disease Warning: The contractor is responsible for ensuring that his or her personnel take all reasonable precautions to avoid contracting Lyme Disease, to include: using repellents, wearing personal protective clothing and avoiding the wear of abbreviated clothing such as shorts, cutoffs, short sleeve shirts, tee shirts and sandals in areas where tick borne diseases are endemic. Particular attention must be given to Lyme disease prevention when working in grassy and wooded areas on Aberdeen Proving Ground.

C.7.7 Maryland Department of Environment (MDE) Permits: Contractor shall supply to the COR all information required to obtain all necessary permits for construction and operation under Maryland law.

C.7.7.1 MDE Sediment and Erosion Control, Storm water and Nation Pollution Discharge Elimination System (NPDES) Permits: Contractor may be responsible for developing, preparing and completing all drawings, documents and permits applications required under the following guidelines: MDE 1994 Standard and Practices for Soil Erosion and Sediment Control, Maryland Storm Water Management Guidelines for State and Federal Projects Dated July 2001, 2000 Maryland Storm Water Design Manual, Volumes I and II, COMAR 26.17.02 and the Annotated Code of Maryland Title, 4, as described in the individual Task Order Scope of Work. The Contractor shall be responsible for any corrections or changes based on review by APG/DIO and MDE to obtain an approved plan by MDE at contractor's expense. All plans shall be certified and sealed with a stamp by a Professional Engineer, Professional Land Surveyor, and/or Registered Land Architect bearing state seal, license number and signature. Drawing will be prepared and delivered in Micro Station (.DGN) Digital Format plus 3 hard copies.

C.7.7.2 The permit application shall be prepared by the contractor and submitted to COR for review and the COR will forward the submittal to MDE. Contractor shall be notified of the MDE approval by COR. Contractor shall be responsible for ensuring that personnel working for the contractor have earned the "Responsible Person Certification" from the MDE.

C.7.7.3 It is the contractor's responsibility to provide equipment or systems suitable for construction and operation under MDE requirements.

C.7.7.4 All required permits from the State Historic Preservation Office (SHPO) shall be submitted through the COR.

C.7.7.5 The contractor shall comply with all provisions of the permit(s). Non-compliance shall result in the issuance of a written suspension of work notice signed by the Contracting Officer. Work shall not be allowed to resume until corrective actions have been taken.

C.7.7.6 For further information, see attachment "B," the applicable portions of paragraphs 6.0 and 16.0 entitled "POLLUTION PREVENTION" and "ENVIRONMENTAL PERMITS" respectively.

C.7.8 Range Briefings: If the work site is designated as one in a range area or in close proximity to a range area, the contractor will be briefed and provided with written instructions on range procedures prior to start of work (see APGR 385-1). This information will include safety requirements such as range clearance/control procedures, emergency procedures, and communication procedures. The contractor shall disseminate these procedures to all contract and sub-contract personnel. Work shall be scheduled and coordinated with the applicable organization.

C.7.9 Refrigerant Management: In line with federal environmental laws and regulations regarding the handling of chlorofluorocarbon and hydro chlorofluorocarbon refrigerants, the following shall apply:

C.7.9.1 The contractor shall not intentionally vent any refrigerants to the atmosphere.

C.7.9.2 When performing work requiring the opening of existing air conditioning or refrigeration system, the refrigerants shall be covered using EPA-approved recovery or recovery/recycle equipment and storage vessels.

C.7.9.3 On systems to be reused after completion of work, the contractor shall use new or reclaimed refrigerant. All current systems using CFC refrigerants shall, unless otherwise specified, be considered for modification to allow use of an alternative HCFC.

C.7.9.4 New or replacement air conditioning/refrigeration equipment shall be installed with specified HCFC refrigerants. No refrigerant shall be used having an Ozone Depletion Potential (ODP) equal to or greater than 0.05 (based on R-11, R-12, etc.)

C.7.9.5 See also attachment "B," Paragraphs 6.0 "POLLUTION PREVENTION" and Paragraphs 10.5 "SPECIFIC DISPOSAL METHODS".

C.7.10 Safety:

C.7.10.1 The contractor shall perform all operations in accordance with OSHA. In those instances where Army regulations are more stringent, the Army regulations shall apply. Applicable Army Safety Regulations include, but are not limited to: AR 385-10, The Army Safety Program; AMCR 385-100, Safety Manual; APGR 385-4, The APG Safety and Health Requirements Manual. Regulations are maintained in the Installation Safety Division (ISD) library, Building 4304 (Aberdeen Area) and Building E-4430 (Edgewood Area) and are available for review upon request.

C.7.10.2 Contractor shall appoint a safety representative/competent person in writing to the Contracting Officer to ensure compliance with safety regulations and to act as liaison between the contractor and ISD and the COR. ISD personnel shall be available for regulatory compliance advice on any particular safety problem that may arise during normal course of operation.

C.7.10.3 Before work under the contract is started, within the 30 calendar day start-up period, the contractor's safety representative shall report to the ISD, DSHE for familiarization with safety requirements. The safety representative shall maintain an accurate record of and shall report to the Installation Safety Division exposure data and accidents resulting in death, traumatic injury, occupational disease and/or damage to property, materials, supplies and equipment while performing any work under the contract.

C.7.10.4 The Contracting Officer shall notify the contractor of any non-compliance with the foregoing provision and action to be taken. The contractor shall, after receipt of such notices, immediately correct the conditions. Such notice, when delivered to the contractor or his representative at the site of work shall be deemed to be sufficient for this purpose. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Time lost due to non-compliance of the above referenced safety requirements shall not be the subject of a claim for excess costs or damages by the contractor.

C.7.10.5 No confined space work shall be performed without appropriate monitoring and approval of an entry permit under provision of 29 CFR 1910.146 and APG Regulation 385-4.

C.7.11 Submittal Register and Progress Schedules: Contractor shall prepare a register of all items required to be submitted under the contract and/or individual task orders. Additionally, the contractor shall prepare a progress schedule in accordance with Contract Clause entitled "Schedule for Construction Contracts" (FAR 52.236-15). The progress schedule shall show the principal categories of work corresponding with those used in the breakdown on which progress payments are based; the order in which the Contractor proposes to carry on the work, the date on which he will start each of the categories of work, and the contemplated dates for completing the same. The chart shall be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. The submittal registers and progress schedules shall be delivered to the Contracting Officer within (10) calendar days of contract or task order award. Copies of submittal registers and progress schedules shall also be provided to the COR at the contract or task order pre-construction meetings. (Also see C.2.5.)

C.7.12 Unabsorbed Overhead Delay Damages: Compensation for unabsorbed overhead in a delay during which the contractor is forced to stand by, whether calculated by the Eichleay Formula or any other method, is not automatic. During any such delay, it is the duty of the contractor to seek out new contracts or additional work opportunities to mitigate delay damages. To substantiate entitlement to unabsorbed overhead damages, the contractor must first demonstrate the nature of the delay made it impractical to mitigate delay damages by undertaking new work. In submitting any claim for delay damages for unabsorbed overhead, regardless of length of delay, the contractor must list all work performed during the delay period. This list shall include date of each contract or agreement, the period of performance and any other information required by the Contracting Officer. In submitting any claim for delay damages for unabsorbed overhead, the contractor must prove all opportunities, prime or sub-contract, bonded or un-bonded, it could have undertaken but for the delay. The parties to this contract agree that if no additional work opportunities arise during any delay period in excess of (14) calendar days, under absorption of overhead would be caused by lack of opportunity and not the delay under this contract. In the absence of opportunity to take additional work, the contractor will be entitled to no additional unabsorbed overhead costs under this contract. In the event new work opportunities do arise during a compensable delay, the contractor will provide notice to the Contracting Officer of such new contracts or other additional work opportunities as they become available during the delay period. The Government will be liable for no unabsorbed overhead costs that arise during the delay period in the absence of an opportunity to adjust the performance schedule to enable avoidance of such costs.

C.7.13 Worksite Appearance and Security: Contractor shall maintain the work site in a reasonably neat appearance. This shall be done by daily cleanups of dust, construction debris, etc., at the end of the work shift. Contractor tools and materials shall be secured by lock and key by the contractor. Contractor shall ensure that, at the end of the work shift, the building exterior doors/windows are secure to prevent access to the building interior. This requirement applies to all job sites, including those within restricted areas of APG.

C.7.14 Transportation: All matters pertaining to the movement of railroad cars shall be pre-arranged directly with the office of the Aberdeen Proving Ground Transportation Officer. Materials and equipment may be shipped by rails, in carload lots, for Conrail Railroad to deliver at Aberdeen Proving Ground, Maryland. Acceptance of rail deliveries shall be at the convenience of the Government. Switching charges will be assessed by the Government at the then current rates for each switch from the Conrail Railroad Interchange, Aberdeen, Maryland, to area of loading or unloading on the installation and return of railroad car to the Conrail Railroad Aberdeen Interchange. Contractors will make individual arrangements relative to demurrage charges with the Conrail Railroad, Aberdeen, Maryland.

C.7.14.1 All work on Aberdeen Proving Ground that either impacts or has the potential to impact the traffic flow or roadway safety shall require traffic control in accordance with Sections GP-7.06 through Section GP-7.10 of the latest Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials and with the Manual on Uniform Traffic Control Devices.”

C.8 APPLICABLE PUBLICATIONS:

C.8.1 Industry Standards:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
A.G.A.	American Gas Association
AI	Asphalt Institute
A.I.A.	The American Institute of Architects
AISC	American Institute of Steel Construction, Inc.
AISC	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ADA	The Americans with Disabilities Act
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing Materials
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association, Inc.

CGA	Compressed Gas Association
EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IES	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
ISA	Instrument Society of America
MSS	Manufacturers Standardization Society of the Valve and Fittings
NACE	National Association of Corrosion Engineers
NEBB	National Environmental Balancing Bureau
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
PPI	Plastics Pipe Institute
SAE	Society of Automotive Engineers, Inc.
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
UL	Underwriters Laboratories, Inc
UFC	The Unified Facilities Criteria
AWWA	American Waterworks Association
BOCA	Building Officials Conference of America Code Maryland State Highways Specifications and Standards Code of Maryland Regulation 26.10.01, Oil Pollution and Tank Management Uniform Building Code

C.8.2 Government Regulations:

FM 19-30	Physical Security Field Manual
AR 380-5	Information Security Program DOD 5100.76M Physical Security of Sensitive and Conventional Arms and Ammunition, and AR 190-11 Explosives

AR 190-51	Sec of Army Property at Units Engineering Instructions, U.S Army Corps of Engineers Design Criteria
AMC 385-100	Safety Manual
AR 190-13	Army Physical Security Program
APGR 190-5	Traffic Control
APGR 190-4	Movement Control
APGR 190-8	Key and Lock Control
APGR 190-7	Crime Prevention
APGR 385-7	Excavation Permit Program
APGR 420-1	Fire Prevention and Protection
AM-1008B	Fire Protection for Facilities, Engineering, Design, and Construction
APGR 385-4	APG Safety Program
OSHA 29 CFR	Industry Safety Standard 1910 & 1926 S & H Regulation for Construction OCC S & H Standard
AR 385-10	Army Safety Program
DRAFT AR 385-64	US Army Explosive Safety Program DRAFT
DA Pamphlet 385-64	Ammunition and Explosives Safety Standards
MOSHA	State of Maryland OH&S Standards
TI-800-1	U.S. Corps of Engineers Technical Instruction Design Criteria
385-1-1	Army Corps of Engineers Safety Standards
ER1385-1	Corps of Engineers Construction Standards Guide

C.8.2.1 Environmental Laws and Regulations:

NEPA	National Environmental Policy Act
RCRA	Resource Conservation and Recovery Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act

SARA	Superfund Amendments and Re-authorization Act
TSCA	Toxic Substances Control Act
Clean Air Act	
Clean Water Act	
FIFRA	Federal Insecticide, Fungicide, Rodenticide Act and Endangered Species Act
CFR	Code of Federal Regulation; Titles 10, 29, 40
COMAR	Code of Maryland Regulations, Titles 8, 10, 26
AR 200-1	Environmental Protection and Enhancement
AR 200-2	Environmental Effects of Army Action.
AR 405-90	Disposal of Real Estate
AR 420-47	Solid and Hazardous Waste Management
APGR 200-1	Environmental Quality Control at APG
APGR 200-3	Protection of Water Resources at APG
APGR 200-50	Solid Waste Management
APGR 200-60	Hazardous Waste Management
EPCRA	Emergency Planning & Community Right-to-Know Act
PPA	Pollution Prevention Act
ESA	Endangered Species Act
OPA	Oil Pollution Act
SDWA	Safe Drinking Water Act

C.9 CONTRACTOR QUALITY CONTROL (CQC):

C.9.1 General: The contractor shall provide and maintain an effective Contractor Quality Control (CQC) program that complies with the Contract Clause entitled "Inspection of Construction." The Contractor's Quality Control Program through inspection, testing, equipment/system operation, and reporting shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract documents. Inspection and test reports shall make reference to specific drawing and/or specification requirements and shall state the comparative inspection. Test procedures are expected along with actual documentation of results. The burden of proof of the contract compliance is placed on the contractor and not assumed by the Government. The Contractor's Quality control will not be accepted without question.

C.9.2 CQC Plan Review Conferences: After the contract is awarded and within the (30) calendar day start-up period, and before construction operations are started, the contractor shall meet with the contract COR and shall provide the Government a copy of the contractor's quality control (QC) plan. The meeting shall develop a mutual understanding relative to the details of the CQC program. The CQC Plan shall identify personnel, procedures, instructions, company policies, records, testing procedures/methods, documentation, submittals, forms to be used for recording the quality control operations, control activities, control of noncompliance, training, interrelationship of contractor and Government inspections for hold point, preparatory, initial, follow up (daily inspections), check sheets for definable features of work, final inspections, completion packages, as-built control packages, as-built drawings, warranties, forms, reports to be used. Any changes to the plan discussed during the meeting shall be incorporated by the contractor in a revised QC plan and submitted to the contract COR for review and approval within (7) calendar days. All resubmissions of the CQC plan shall clearly identify each change. The final approved QC plan will become part of the contract.

a. The CQC Plan shall include a description of the quality control organization, including charts showing lines of authority and acknowledgements that the CQC staff shall conduct daily inspections for all aspects of work specified and shall report to the CQC Manager. Personnel involved in quality functions shall not assume dual functions as foreman, superintendents, project managers, etc. The quality control manager shall be autonomous from the on-site project manager.

b. The CQC Plan shall include a copy of a letter to the CQC Manager signed by an authorized official of the firm, which describes the authorities and responsibilities of the CQC Manger and the CQC system. The letter will specifically address the CQC Manger's responsibility and authority for what corrective action is to be taken when deficiencies are identified.

c. The CQC Plan shall list the name, qualifications, duties, responsibilities, and authority of each person assigned a CQC function.

d. The CQC Plan shall provide details concerning the procedures for scheduling and managing submittals, including those from subcontractors, off-site fabricators, suppliers and purchasing agents.

e. The CQC Plan shall also describe control procedures for each specific test or testing laboratory that the contractor plans to use under the contract.

C.9.3 Submittals

C.9.3.1 The Government may require the contractor to provide submittals for certain items before prosecution of work. A list of submittals required for a specific task order will be provided with the request for proposal from the Government. This list does not relieve the contractor from providing additional submittals at the request of the Contracting Officer or designated representative at any time. Work may not proceed until the Contractor has all submittals for review and concurrence.

C.9.3.2 The Government shall review and return submittals within twenty-one (21) calendar days.

C.9.3.2.1 The Contractor is responsible for ensuring that the items submitted meet the scope of work and specifications and will certify submittal as such. If the Contractor submits an item that does not meet the scope or the specifications, he shall submit a letter requesting approval of the submittal, identify why the selected material does not meet the scope or the specifications, and offer any credit due the Government. Any submittal not annotated in this fashion will be assumed to be submitted as meeting the requirements of scope and specifications.

C.9.3.2.2 Government concurrence/approval on a submittal not annotated as required by paragraph C.9.3.2.1 does not relieve the contractor of his responsibility of meeting the scope and specifications. The Government may subsequently require the contractor to replace any material not found to conform to scope requirements or meet the specification, unless submitted and approved in the manner described in paragraph C.9.3.2.1.

C.9.3.2.3 The Contractor shall not, at any time, intentionally submit a non-stock item, unless it is a specialty item which is not readily available. Should the Contractor be in the situation to require a non-stock item for construction, it shall be so indicated on the submittal for review by the Contracting Officer or his designated representative. Failure to inform the Government that a submittal item requires an extended lead time will not warrant a time extension to complete the project.

C.9.3.2.4 Two (2) samples for interior and exterior finishes (i.e. paint, vinyl floor, vinyl base, ceiling tile, paneling, siding, etc.) shall be submitted when required. Once approved, one sample shall be returned to the Contractor and one sample becomes the property of the Government.

C.9.4 Contractor Quality Control (CQC) Organization:

C.9.4.1 CQC Manager: The contractor shall identify an individual within his organization at the site of work who shall be responsible for the overall management of CQC and have the authority to act in all CQC matters for the contractor. The quality control manager shall, as a

minimum, have 4 years experience at the journeyman level or a (2) year technical degree and (5) years experience in work that is directly related to the construction industry. The CQC Manager or any designated alternates shall be approved by the Contracting Officer.

C.9.4.2 Quality Control Personnel: A staff shall be maintained under the direction of the CQC Manager. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and rates of placement. Staffing shall be sufficient to allow daily inspections of each assigned project and to complete reports. The personnel of this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities and shall be directly hired by and work for the prime contractor through the CQC Manager. The CQC Manager or his alternate representative shall assign CQC personnel prior to the pre-construction meeting on each task order. CQC personnel assigned to individual task orders are responsible for daily inspections, notifications and completing and signing daily quality control reports. The Government reserves the right to have the contractor replace any CQC personnel that are not performing satisfactory.

a. All personnel engaged in the Quality Control of electrical (not including CQC Manager – see paragraph C.6.2 for CQC Manager qualifications) work shall have 2 years experience at the journeyman level and 2 years experience in a quality control function related to electrical work.

b. All other personnel (not including CQC Manager – see paragraph C.6.2 for CQC Manager qualifications) engaged in the quality control shall have 1 year of experience at the journeyman level and 2 years experience in a quality control function.

C.9.5. Control System:

C.9.5.1 Scheduling Work: Within (10) calendar days after the Contracting Officer has issued a signed task order, the contractor shall request (by email) the COR to establish a pre-construction meeting date. The COR within (7) working days shall establish a date, time and place for the pre-construction meeting to be conducted. The contractor shall identify to the COR in writing on each task order prior to the pre-construction meeting the quality control personnel assigned to the task. Any change of CQC personnel on the individual task order shall be in writing to the Contracting Officer. Before proceeding with any work under an individual task order, the contractor shall submit a project schedule, a site specific safety plan in accordance with EM3851-1, hazard analysis and procedures concerning means of access to premises and buildings. Contractor shall indicate whether material and equipment will be stored at the job if space is available. If space is not available at the job site, the contractor shall describe his plans for delivery of materials and equipment and his planned usage of approaches, corridors, stairways, and elevators. The contractor shall indicate the location of eating spaces and rest room facilities to be provided for contractor and subcontractor employees. The contractor shall also describe his planned control systems for project, environmental, safety and health management.

C.9.5.2 Contractor quality control is the means by which the contractor assures himself that his construction complies with the requirements of the contract plans and specification. The controls shall be adequate to cover all daily construction operations including both on-site and off-site fabrication and will be keyed to the proposed construction sequence.

C.9.5.3 The contractor's quality control system at the job site shall include three phases of control management for definable features of work as follows:

- a. Preparatory Inspection
- b. Initial Inspection
- c. Follow-up Inspections

Quality control personnel assigned to individual task orders will advise the COR by email at least 48 hours prior of all preparatory and initial inspections. Assigned quality control personnel, the Quality Control Manager, and any individual(s) directly responsible for implementation of any part of the work at the job site will attend preparatory and initial inspections. Government personnel may participate in the three inspection phases.

C.9.5.3.1 Preparatory Inspection: This phase of control shall be performed prior to beginning any work on any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted and approved; a check to assure that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials and/or equipment are on hand. To ensure that construction will proceed in an orderly manner, no construction will commence until adequate materials and/or equipment are on hand for that definable feature of work.

C.9.5.3.2 Initial Inspection: This phase of control must be accomplished at the time of arrival of workman on site to accomplish a definable feature of work and at any time new workman or crews arrive for assignment to the work. The contractor's control system shall permit the transfer of information on quality requirements specified under this contract to each workman before he starts work, and shall demonstrate that each workman can provide the specified quality of work at a consistent rate of production to produce high quality of work. It is also during this phase that control testing to prove the adequacy of the contractor's control procedures shall be initiated and verified.

C.9.5.3.3 Follow-Up Inspections: This phase of control shall be performed daily to assure that controls established continue to provide work that conforms to contract requirements.

C.9.6 Work Deficiencies: The contractor shall not build upon or conceal any work containing uncorrected defects. If deficiencies indicate that the contractor's quality control system is not adequate or does not produce the desired results, corrective action in both the quality control system and the work shall be taken by the contractor. If the contractor does not promptly make the necessary corrections the Contracting Officer may issue an order suspending all or any part of the work until satisfactory corrective action has been taken. Payment for deficient work will be withheld until work has been satisfactorily corrected or other action is taken pursuant to the Contract Clause "Inspection of Construction." If the above actions do not obtain effective improvement in the contractor's quality control system, the Contracting Officer may direct changes be made

in the quality control system or the contractor's organization, including but not limited to the removal of unsatisfactory quality control representatives at any level. If recurring deficiencies in an item or items indicate that the quality control system is not adequate, the Contracting Officer will direct the corrective actions to be taken.

C.9.6.1 Control of Deficiencies and Non-compliances: The contractor shall identify and document all deficiencies and non-compliances. All deficiencies and non-compliances shall be recorded on the contractor's daily quality control report and shall include all supporting data (i.e. photos, lab reports, etc.). When any deficiency or non-compliance is identified, CQC personnel shall clearly identify by a red tag stating "REJECTED" with comments describing the deficiency and non-compliance. The CQC shall ensure the identification, recording, and resolution of these conditions. The type of corrective action needed will be identified on CQC reports. Where deficiencies and non-compliances are repetitive the CQC shall increase surveillance and identify the root causes.

C.9.7 Quality Control Records: The contractor shall control construction quality by conducting daily inspections of the phases of construction in progress and shall provide electronic copies of the daily inspection reports to the Chief, Construction Branch, Government Project Manager and COR. The contractor shall identify the contract number, the task order number and the work request number in the subject line. NOTE: Quality control reports are to be signed by the quality control personnel performing the quality control inspections. The quality control reports shall be submitted by the close of business the first day after the ending of the weekly reporting. The contractor's daily quality control report shall include as a minimum the following: certification statement that the work and materials incorporated in the work complies with the contract plans and specifications, safety/environmental requirements; shall indicate any verbal instructions given by the COR; any delays encountered; note any material/equipment delivered to site; any tests performed; any specific work inspected; any deficiencies found; identify hold points requirements, notification and results; note weather conditions; and contain a listing of workers on site. NOTE: These reports shall be sent electronically separated by task order. The combining of task orders under one electronic message is not acceptable. The quality control manager shall maintain a master deficiency list that records deficient work and final corrective action taken and dates thereof for each task order. A separate monthly report for each task order shall be provided to the Government the first Monday of each month. Bulk sending of the quality control reports is not acceptable.

C.9.8 Hold Point Requirements: The contractor shall notify the COR of a hold point requirement through E-MAIL at least 48 hours in advance of each phase identified below. The contractor shall not continue work on any given phase of construction until the Government quality assurance representative has had at least 48 hours (2) working days to inspect the work. The 48-hour notification shall start on the date/hour the email was sent to the COR. The contractor shall provide, as a minimum, the following information through the E-MAIL notification: date & time of request, type of work to be inspected, Bldg. #, task order #, work request #, the name(s) of the assigned CQC personnel, and a signed statement by each assigned CQC personnel that the work has been inspected and is acceptable and in compliance with the contract requirements. If the work is not ready for the Government quality assurance representative to inspect, the contractor shall identify on his daily contractor quality control report the reason for the delay and provide a new 48 hour notification to the COR through E-MAIL with the same information as identified above. If the contractor requests to delay the originally scheduled hold point, the contractor shall resubmit the hold point request and the 48 hours begins from the date/hour on the resubmitted request. If the Government quality assurance representative is not on site at the scheduled time, the contractor shall not delay the work and proceed with the scheduled work and identify on his quality control report the absence of Government QA representative. NOTE: VERBAL NOTIFICATIONS OF HOLD POINTS ARE NOT ACCEPTABLE. THE CONTRACTOR ON A CASE-BY-CASE BASIS MAY REQUEST FROM THE COR A TIME VARIANCE FOR THE HOLD POINT NOTIFICATION. THE WRITTEN REQUEST SHALL DESCRIBE THE REASON FOR THE TIME VARIANCE FOR THE HOLD POINT NOTIFICATION. HOLD POINTS ARE REQUIRED FOR THE FOLLOWING PHASES:

- a. Request inspection prior to concrete placement in footings, slabs, sidewalks, walls, etc. Surface preparation, forms, line and grade, reinforcement, expansion joints, etc. shall be in place prior to notification of COR.
- b. Request inspection of rough framing (wood or metal) after the electrical and plumbing inspection but prior to the installation of insulation or other materials that may conceal framing.
- c. Request inspection of installed insulation prior to placement of any interior finishes or items that would conceal the insulation material. Every side shall be left open for the Government inspection.
- d. Prior to concealment by any building material or items, i.e. ceilings, floors, etc.
- e. Prior to the concealment/covering of any plumbing, drainage, sprinkler, mechanical, ductwork and electrical systems. There shall be no covering of any system until 48 hours after the Government has been notified.
- f. Prior to the backfilling or placement of final materials for exterior utilities (water, storm, sanitary, condensate, drainage pipe, etc.)
- g. Prior to testing to include pressure, soil, performance, etc.

C.9.9 Completion (Final) Inspection: The contractor shall provide the COR by email a request for final inspection no more than (3) working days in advance of the date the work will be fully completed and ready for the Government's final inspection. The Government will establish a final inspection date within (7) working days from the date the work will be fully completed. The Government will utilize available resources for the final inspection to include but not limited to: the COR, shop personnel, project proponent, project managers, engineers, and construction representatives. NOTE: The final inspection shall be conducted once contractor notifies the COR that all work is physically complete at the job site including the submission of payrolls, CQC reports, site supervisors reports, training reports, test reports, and final clean-up of work site. The contractor shall schedule the final inspection to allow for punch list items found at the final inspection to be completed on or before the date specified on the task order for project completion. Once the Government accepts all work at the physical job location, the contractor shall submit the task order completion package in accordance with paragraph C.9.10 within (15) calendar days of the completion date specified on the task order. The Government will not consider the work 100% complete until all project requirements are met. If the contractor fails to complete the

work at job site location by the date specified on the task order or fails to provide the completion package within (15) calendar days of task order completion date, then the contractor may be subject to liquidated damages in accordance with contract clause 52.211-12 "Liquidated Damages-Construction".

1. Prior to the contractor's request date for the final inspection the contractor shall provide the following attachments with the CQC report to the COR:

a. A copy of the CQC generated punch list and all deficiencies that were identified on the task order with the status of each indicating completed or not completed.

b. A signed statement by the CQC representative who performed the inspection verifying all punch list items have been completed and that the task order has been completed in accordance with all contract specifications and requirements.

2. The Government will not participate in any type of pre-final inspection or joint development of punch list items. The CQC is responsible for ensuring and maintaining the quality standards and compliance to the contract specifications and requirements.

3. The COR and others as determined necessary will perform a final inspection with the CQC personnel to review the project for quality, completeness, and compliance to the contract specifications. Any deficiencies identified by the COR at this time will be documented by the CQC and be identified on the daily CQC report.

a. The daily CQC report shall continually list all deficiencies with the date each deficiency was corrected. This includes any contract deficiencies not provided at the final inspection such as payrolls, CQC reports, site supervisor reports, training information and, test reports.

b. After the Government accepts the work at the job site, the contractor shall assemble and have available the task order completion package along with a copy of the task order. When the work is fully completed and all contract requirements are met, the COR shall acknowledge that the work has been completed by signing the task order.

C.9.10 Work Completion Package: The contractor shall assemble a work completion package file and present it to the COR within (15) calendar days of the completion date specified on the task order. The contractor shall provide copies as indicated below for Parts 1, 2 and 3 in hard copy and on computer disks in TIF, untile format, in plastic joule cases (CD protective computer disk case) with an internal typed label as stated on the tile page of the hard copy furnished. The Government will retain a minimum of 10% of the task order amount not to exceed \$10,000.00 until such documentation is provided. The project will not be considered 100% complete and accepted by the Government until all requirements of the work completion package are received by the Government.

Completion Package Part 1 - One complete bound hard copy set and four computer disks of the bound set

Completion Package Part 2 - One hard copy and four computer disks of the As-Built Control Package

Completion Package Part 3 - One hard copy and one computer disk of the As-Built Drawings

C.9.10.1 Completion Package Part 1: The hard copy file shall be bound and each page will identify work request number, task order number, building number, and contract number and contain the following minimum items:

a. A cover sheet which identifies the contractor, the contract number, the task order number, the work request number, the building number or area of work followed by an index which identifies attachment documents to the cover sheet. The attachments to the cover sheet shall consist of complete copies of:

Task order including scopes of work with acceptance signature of the contractor

All modifications including scopes of work

Finish schedule identifying exterior and interior ceiling, wall, doors, frames, floor, finishes/coatings/coverings, to include manufacturer, color, manufacturer's identifying number, style, texture

Equipment schedule identifying all equipment installed with manufacturer, model number, serial number, size; and MAXIMO Number

All manufacturers' warranties for equipment/materials and copy of the warranty identification tag

Building Information Checklist

A signed statement by the contractor's quality control personnel that certifies the work is completed and in compliance with the contract plans and specifications and that no materials containing asbestos or lead paint was included in the work

b. **Equipment Warranty Identification Tag:** The contractor shall provide and install on each piece of equipment a self-adhesive warranty identification tag. The tag shall contain the following information: Installed by, Installers phone number, Manufacturer, Model Number, Serial Number, Contract Number, Government Project Manager, and the COR with, phone numbers, Warranty expiration dates for the contractor and manufacturer, and the MAXIMO Identification Number. The contractor shall obtain the MAXIMO

Identification Number from the MAXIMO Officer located in Building 4302; point of contact maybe reach at 410-278-6699. The request to the MAXIMO office shall be e-mailed in the following format:

Company Name
 Building Number
 Project Name
 WR Number
 DO Number
 Equipment Description, Manufacturer Name, Manufacturer Address, Model Number, Serial Number, Specifications, Parent Equipment, Installation Date, Warranty Expiration Date, and MAXIMO Number.

C.9.10.2 Completion Package Part 2: The as-built control package (when applicable) shall be submitted with the completion package. The as-built control package shall be generated 100 percent by the contractor with only minor information provided by Government. This package shall represent what has been installed. The contractor shall provide the following in the As-Built Control Package, but not limited to:

a. Control Schematic: Contractor shall provide control schematic drawings illustrating the arrangement and sequence order of the HVAC equipment, air handlers, dampers, mixing boxes, air filters, differential pressure indicators, freeze statues, heating and cooling coils, temperature controls, VAV boxes, humidifiers, pumps, heat exchangers, duct smoke detectors, control valves, pressure controls and other related items to the control system. The piping arrangement and sequence of control valves shall be indicated on the control schematic. The sequence of operation shall be stated on the drawing. Symbols for control items and HVAC equipment shall be shown on the drawings and shall match symbols indicated on the control wiring schematic. The control schematic shall denote the position of the controls when the power is shut off. A list of control items with symbols, quantities, description with company, model number shall be stated on the schematic. The control valve schedule and point schedule shall also be included with control schematic. Point schedule shall list the outputs and inputs to the control system items. The control valve schedule shall list control valves, with pipe sizes, denoting type of connection, flanged, or screwed ends, "Cv " values, manufacture name, and model.

b. Control Wiring Diagram: Contractor shall provide control-wiring diagram drawings. The external wiring (outside control item enclosures) between control items and HVAC equipment shall be indicated on the drawing by lines representing wires. Each end of a control wire shall be labeled in the field with the same wire number and each wire shall have a different wire number labeled in the field. The each control wire shall be represented by a line on the drawing with its respected wire number labeled on the line shown on drawing. Terminal connection is each end of the control wire makes its connection. The contractor shall label terminal connections with numbers or letters or combination of both at each end of the control wire connection point. The terminal connection labels shall be noted on the drawings at the end of each line/wire. Symbols for control items and HVAC equipment shall be shown on the drawings and shall match symbols indicated on the control schematic. The outline of the HVAC equipment and the outline of the control items shall be shown on drawing with terminal connections labeled on drawing.

c. Catalog cuts: Contractor shall provide catalog cuts of the control items and HVAC equipment listed on the Control Schematic. Each catalog cut shall be marked by the contractor denoting the company name, model number, type, voltage and any other specific information needed in the order to tell the difference from the other models available from that company. Catalog cuts shall show pictures of items and denote features, specifications, part numbers, and connection points.

d. Contractor shall provide 1 (one) hard copy of the above assembled together in (1) one 8 ½ x 11 bounded booklet. Contractor shall provide 4 (four) CDR computer disks; each disk shall be complete copy of the As-built Control Package. The 1st page (title page) of the booklet shall state the following: "AS-BUILT CONTROL PACKAGE," Control Company name, address, phone number, name of the responsible person, and date of submittal. Also include the following that pertains to Aberdeen Proving Ground on title page; name of the project, building number, and work request number of the project. The bounded booklet shall be assembled by the contractor in logical order, title page, catalog cuts, control schematic, point schedule, control valve schedule, and control wiring diagram. Contractor shall also provide the above complete As-Built Control Package on 1(one) 650 MB or 700MB CDR computer disk in the same order as the hard copy stated above. All the above items on computer disk shall be in .TIF, untile format including, catalog cuts, drawings (diagrams, schematics, etc.) Contractor shall also include on the disk the drawings (diagrams, schematics, etc.) in Micro-station SE, DGN format. The contractor shall provide the disks in a plastic joule case (CD protective computer disk case) and provide internal typed label as stated on the tile page of the hard copy furnished. Contractor shall provide 4(four) CDR computer disk as stated above; each disk shall be complete copy of the above As-Built Control Package.

e. Operation Maintenance Manual (O & M): Contractor shall provide 1(one) hard copy of the "O&M " assembled together in a 8 ½ x 11 bounded hard cover booklet and four (4) CDR computer disks. Contractor shall provide a typed label on the cover stating the following; "OPERATION MAINTANCE MANUAL (O&M)," Contractor Company name, address, phone number, name of the responsible person, and date of submittal. Also include the following that pertains to Aberdeen Proving Ground on cover; name of the project, building number, work request number of the project, contract number, and task order number. "O & M " shall include the following, but not limited to: Catalog-cuts of all the new items installed with each catalog cut marked by the contractor denoting the company name, model number, type, voltage and any other specific information needed in order tell the difference from the other models available from that company. Catalog cuts shall have a picture of item with denoting features, specifications, part numbers, connection points, dimensions, installation and removal procedure, and recommended maintenance procedures. For pumps, air handlers, fans, fan coils and other fluid moving equipment, contractor shall provide operation curves marked showing the design flow rate for that project. For built-up air handlers, each part; mixing box, economizer, filter section, cooling coil, heating coil, supply fan, return air fan, shall be provided with catalog cuts, marked by the contractor denoting the following; model number, dimensions, style, and company name. The 1st page of the O&M shall be the title page, same as stated above for the label on the hard cover. The 2nd page of the O&M, shall state the list of items installed on the project. The list shall state the following; equipment name or item, manufacture, model number, serial number, size (flow rate at head pressure, CFMs at static pressure, 2-32 watt 4ft. lights, etc.), comments (horsepower, voltage, special features). Contractor shall also provide the above complete OPERATION MAINTANCE MANUAL (O & M) on 1(one) 650 MB CDR computer disk in the same order as the hard copy stated above. All the above items on computer disk shall be in .TIF untile

format. The contractor shall provide the disk in a plastic joulé case (CD protective computer disk case) and provide internal typed label as stated on the title page of the hard copy furnished. Contractor shall provide 4(four) CDR computer disk as stated above, each disk shall be complete copy of the above OPERATION MAINTANCE MANUAL (O & M).

C.9.10.3 Completion Package Part 3: In accordance with specification paragraph C.7.2 "As-built Data," the contractor shall include the following information in the As-Built Drawings Package as applicable.

Drawings shall include the areas where work has been performed indicating the existing conditions after the new work has been performed which includes removal of existing items and installation of new items. The drawings shall state the following for new items installed: company name, style, size (flow rate at design pressure), model number, and voltage. For mechanical equipment the following additional information shall be stated on the drawings: pump head, GPM and rpm's, fans, blowers, air handlers and other air moving equipment, state CFMs, rpm's at the rated static pressure. Provide the as-built sequence of operation on a mechanical drawing. For items, which contain coils, steam, hot water, and heat exchanger state the rated flow rate with pressure drop across the unit on the drawing. Drawings shall indicate the tie-in locations (connecting new items to existing).

C.9.11 Additional Reports: In addition to the CQC requirements, the contractor shall submit electronically to the COR all reports generated by site supervisors.

C.9.12 Completed Project Follow-Up Inspection: Nine months after the final acceptance date of each task order the contractor shall notify the COR by EMAIL and participate in a follow-up inspection. The Government will establish within two weeks the date, time, and attendees to participate in the inspection. If the Government does not establish a date within the 2 week time period, the contractor shall perform the follow up inspection without the Government. Within two weeks after the inspection the contractor shall provide a written report to the COR documenting the results of the inspection to include as a minimum: date of the Government 100% acceptance of the task order, building #, task order #, work order #, poor quality construction findings, design problems, construction failures, HVAC problems or failures, electrical problems, maintenance difficulties, and the implementation of maintenance practices/procedures or the lack of, the scheduled inspection dates and the actual inspection dates.

C.9.13 The contractor shall use the following format on the subject line for all emails to the Government: contract number, work request number, task order number, and building number. The combining of multiple reports in one email is not acceptable.

C.9.14 The contractor shall complete and submit a Building Information Checklist with the task order completion package Part 1 per C.9.10. A copy of this checklist is provided as Attachment C to this solicitation.

C.10 GENERAL INSTRUCTIONS TO PRIME CONTRACTOR RELATED TO CONSTRUCTION DESIGN WORK:

C.10.1 Applicable Design Publications: The following list of publications shall be used in conjunction with the performance of design work under this contract. Additional criteria and instructions will be provided as may be required for specific requirements in individual task order scopes of work. The prime contractor is responsible for using the latest edition of the publications listed below.

- a. U.S. Army Corps of Engineers, "Technical Instructions, Design Criteria", TI 800-01, dated 20 Jul 98.
- b. U.S. Army Corps of Engineers Technical Manuals (TM's), Engineer Technical Letters (ETL's) and Engineer Regulations (ER's).
- c. Unified Facilities Guide Specifications for Military Construction.
- d. All applicable Post (U.S. Army Garrison, Aberdeen Proving Ground [USAG, APG]) Regulations.
- e. Aberdeen Proving Ground Installation Design Guide (IDG) (provides specific installation guidance for site planning and features and exterior architectural characteristics). A copy of the IDG will be made available to the prime contractor upon request.
- f. National Electrical Code.
- g. The BOCA National Mechanical Code.
- h. National Standard Plumbing Code.
- i. National Fire Protection Association Codes and Standards.
- j. American Society of Heating, Refrigeration, and Air Conditioning Engineers Handbooks and Standards.
- k. International Building Code

C.10.2. Conduct Of Work: During the performance of this contract, the prime contractor in coordination with his A-E firm or technical staff shall maintain close liaison with the Government Project Manager (PM) who will coordinate the work with the using agency and other concerned parties. The prime contractor shall:

- a. Execute the work diligently and aggressively, and promptly advise the Government PM of all significant developments.

b. Contact the Government PM prior to starting the field investigation, and coordinate subsequent visits to the Government PM with the appropriate project site personnel. Records of all site visits to the project site shall be kept by the prime contractor and shall be provided to the Government PM upon request.

c. Prepare minutes of each meeting and significant telephone conversations with Government representatives, and furnish a copy to the COR and Government PM and to all participants within (7) working days of the conference.

d. Prior to the date that the task order proposals are due, take appropriate measures to obtain clarification of scope of work requirements from the Contracting Officer when information contained in a Government RFP is unclear.

e. Do not take any instructions from any installation employee or using agency which will affect the scope, cost or schedule of the project, or deviate from the specified standards and/or standard industry standards without getting permission from the Contracting Officer.

C.10.3. Quality Assurance: The prime contractor is responsible for the professional quality, technical accuracy, and the coordination of all documents and other services, including the work of any of his subcontractors or consultants. The prime contractor is required to have a logical and functional quality control program to assure that errors and deficiencies in all submittals are minimized. To meet this requirement, the prime contractor shall perform technical and interdisciplinary reviews and correct all errors and deficiencies in the documents prior to submitting them for review by the Government. The prime contractor's cover letter, which transmits the design documents for review, shall include a statement of certification that he has performed a detailed review and coordination of the submitted documents. In the event damage to the Government results from negligent performance of any of the services furnished under this contract, the prime contractor shall be held liable for such damages. The Government's review in no way relieves the prime contractor of his/his contractual responsibilities.

C.10.4. Economy of Design: The prime contractor shall prepare all designs in the most economical method appropriate. Throughout the design, the prime contractor shall analyze each of the various disciplines or work for the purposes of achieving the required mission or function consistent with desired performance and quality requirements. In some cases, the prime contractor may determine significant savings are possible by changing material or methods of constructions. When submitting a BVTO proposal, the prime contractor shall indicate in his proposal in writing when he/she takes exception to or varies from the Government's task order scope of work. Value engineering is encouraged.

C.10.5. Environmental Compliance And Permits:

a. During the performance of this contract, the work must comply with all federal, state, local and installation environmental laws, regulations, and standards. The prime contractor shall determine all construction and operating permits required and provide the following information to the COR.

- (1) Permitting authority.
- (2) Type of permit required (construction/operating).
- (3) Procedure and time necessary to complete the permit application.
- (4) Fees required.
- (5) Statement that the project is covered by variances or that a permit is not required.
- (6) If a variance is required, describe procedures on how it will be obtained. If a permit is not required, furnish reasons and supporting justification (cite appropriate regulations).
- (7) If a permit of any kind is required, evaluate all state and/or local regulations to determine specific requirements. Where required, include those requirements in the project design. If any permits are required, the Government PM shall be provided the permit application (15) calendar days after the concept design review meeting.

C.10.6 Design Drawings Requirements:

a. Design drawings shall be prepared in strict accordance with ER 1110-345-700 "Design Analysis, Drawings and Specifications." All drawings shall comply with the "A/E/C CADD Standard Manual" Release 2.0 for drawings presentation graphics, electronic file naming, standard symbology, and level/layer assignments. The manual is available at <http://tsc.wes.army.mil/products/standards/aec/aecstd.asp>. Contractor shall prepare 1 paper copy in standard 42" x 30" format. The contractor shall ensure that the correct title block for signatures is used. Drawings must be easily readable when reproduced at one-half size. The cover sheet shall be signed and stamped by a principal of the firm (Professional Engineer or Registered Architect) when the final design drawings are completed.

b. In addition to the "hard copy referenced above, the contractor shall provide two digital copies of the drawings. One copy shall be vector and the other raster. The vector drawings shall be compatible with the Government's (Aberdeen Proving Ground, Directorate of Installation Operations) computer aided design (CAD) system. The Government CAD system is manufactured by Bentley Systems, Inc. MicroStation files have a *.dgn file extension. The vector drawings submitted by the prime contractor shall be prepared in MicroStation SE/V7 and have the *.dgn file extension. They shall be in a version of MicroStation compatible with the Government's system. This may change during the course of the contract. The contractor shall change to the upgraded version when directed by the Contracting Officer. These files shall also be submitted in raster format using the portable document format (*.pdf) file type common to Adobe Acrobat. The drawings shall be submitted on a Compact Disk (CD). Each submission shall have both MicroStation and Adobe Acrobat files on the CD. All reference drawings

shall be included with the design drawings on the CD. A list of all the drawings and their attached reference drawings, what is on each drawing level, and the drawing scale shall be submitted with the CD.

c. All drawings, both hard copy and electronic, shall be marked with the following security statement:

“WARNING: Distribution authorized to U.S. Government agencies and their U.S. contractors.
REASON: Administrative/Operational Use; 2 December 1996;
Other requests for this document shall be referred to:
Cdr, USAG, APG, DIO ATTN: IMNE-APG-IO, APG, MD 21005-5001.
DESTRUCTION NOTICE: Destroy by any method that will prevent disclosure of contents or
reconstruction of the document.”

C.10.7. Printed Media: All reports, design analysis, field investigations, etc. shall be printed on paper with a minimum of 30% post-consumer recycled content. Paper shall be printed on both sides.

C.10.8. Design Analysis: The design analysis when required by the task order scope of work shall be prepared in strict accordance with ER 1110-345-700 "Design Analysis, Drawings and Specifications." All calculations, criteria, design references, assumptions, and design values shall be presented. All key design decisions shall be discussed, including presentation of economic factors. The design analysis shall be complete and shall be organized so that a person not familiar with the project can still follow the contractor's thought process on a step-by-step basis. The task order scope of work shall be included at the beginning of the design analysis, as well as a Table of Contents. Include a narrative discussion of the Scope, background, design alternatives, solutions, and field findings. The design analysis shall also discuss any energy conservation opportunities observed by the contractor during the course of the design development.

C.10.9. Government-Furnished Data: Drawings showing existing utilities in the area of the proposed construction are available in Building 4304, Directorate of Installation Operations (DIO), Aberdeen Area of Aberdeen Proving Ground (AA-APG). The drawings are not warranted to show presently existing conditions at the site. The contractor is required to verify, in the field, all data shown on such drawings as necessary to the accomplishment of his work and shall obtain all other data, as required, to ensure the complete and proper design of this project. Drawings showing the existing communications facilities in the area of the proposed renovation are available for review in Building 324, Directorate of Information Management (DOIM), Aberdeen Area of APG.

C.10.10. Submittals And Review: The design submittals shall be reviewed by the Government for technical correctness, functional adequacy, and ability to be constructed. Reviews by the Government will usually be accomplished within (21) calendar days for each submittal and all comments shall be provided to the contractor, in writing-by the Government PM. The contractor shall incorporate all review comments at no additional fee if it does not affect the contractor's original concept design, or the contractor shall justify noncompliance with comments. A detailed written reply to all comments shall be furnished with the next scheduled design submittal, or earlier if directed by the Government PM. The reply shall specifically address how each comment was satisfied, citing drawing and specification reference. Should clarification be required or exception taken to any comment, the contractor shall communicate with the Government PM within (5) working days of receipt of the comments. On-board review meetings will usually be held at Building 4304, Directorate of Installation Operations (DIO), Aberdeen Area of Aberdeen Proving Ground (AA-APG), unless noted otherwise.

C.10.11. Responsibility After Design Completion: The contractor is responsible for errors or omissions in the documents created and he or she is responsible for making corrections to the documents. The corrections shall be done in a timely manner, at no additional cost to the Government.

SECTION C - ATTACHMENT A

Reference Sample Government RFP below.

Reference Sample Government Scope of Work below.

Reference Sample Contractor Proposal Cover Sheet below.

SECTION C - ATTACHMENT A

SAMPLE GOVERNMENT RFP

U.S. ARMY CONTRACTING AGENCY
APG DIRECTORATE OF CONTRACTING
4118 SUSQUEHANNA AVENUE
ABERDEEN PROVING GROUND, MARYLAND 21005-3013
May 10, 2005

Contracting Division (Facilities)

SUBJECT: Request for Task Order Proposal Contract DABJ05-XX-X-XXXX,
Work Request #XXQXXXX2J

To: MATOC CONTRACTORS

Dear Madam / Sir:

Please provide a proposal for accomplishing the following:

TITLE: Heavy Armor Training Facility.

LOCATION: Down Range, AA, APG.

WORK REQUEST: XXQXXXX2J

CUSTOMER: US ARMY ORDANCE TRAINING SCHOOL.

CONTRACT AWARD TYPE: Best Value Task Order (BVTO)

PROJECT PACKAGE: Scope of Work dated 11 May 05 is attached.

CONTRACTOR PROPOSAL: Submit a detailed cost breakdown of your proposal in PULSAR, Concept Design, Scope of Work, and Construction and Design Schedule.

FUNDING: Short of Award (SOA)

ESTIMATED COMPLETION: Design and construction shall be completed within 270 Calendar Days after Notice to Proceed.

WAGE DETERMINATION: As indicated in your contract.

If you find the work acceptable, submit your proposal including concept design, scope of work, pricing printout, and schedule within 30 calendar days.

The DIO project manager is Ms. Jane Doe, (Tel 410-555-6666, FAX 410-555-6666). Your point of contact is the undersigned and may be reached at 410-278-2373 or FAX 410-278-2458.

Signed:
Sandra Smith
Contracting Officer

SECTION C - ATTACHMENT A**SAMPLE GOVERNMENT SOW**

11 May 05

SCOPE OF WORK

WORK REQUEST: XXQXXXX2J
HEAVY ARMOR TRAINING FACILITY

DESCRIPTION OF WORK: Furnish all plant, labor, materials, equipment and supervision to perform all work necessary for design and construction of Heavy Armor Training Facility in down range, Aberdeen area APG complete and ready to use.

EXISTING CONDITION: Proposed site is 3 Acre naturally wooded area, approximate 300 LF from the existing paved roadway. 100 KVA Electrical Transformer located approximately 500 LF away. 6 inch Water Main is located parallel to the existing paved roadway.

PRINCIPAL FEATURES:

1. 20' High, 4000 SF, Pre-engineered metal building on Slab on Grade. Approximate Weight of Heavy Armor Vehicle is 70 Tons or 20 LBS/Sq Inch Load pressure.
2. Approximate 2000 SF, concrete approach roads.
3. 40' x 80' Outdoor heavy Armor parking and storage area.
4. Six each, 650HP Diesel Operated Heavy Armor Vehicle exhaust systems inside the new Building complete with automatic fresh Air intake louvers.
5. Heating system for building.
6. Rest Rooms for 15 Men and 5 Women Worker.
7. Two each, 12' x 15' High, Automatic roll up service Doors and two each, 3' x 7' Personnel doors.
8. Fire Protection System including fire station auto control fire monitoring alarm control panel.
9. Energy efficient Lighting, 4 Each 110 volts and 2 each 220 Volts electrical outlets per each service Bay. Building required 400 AMP electrical control panel.

IMPORTANT SERVICES AND PERMIT REQUIREMENTS:

1. SEDIMENT AND EROSION CONTROL PLAN.
2. STORM WATER MANAGEMENT PLAN
3. UXO MAGNETOMETER SWEEP
4. DIGGING PERMIT

SUBMITTAL REQUIREMENT WITH PROPOSAL:

1. Catalog cuts for pre-engineered metal Building.
2. Concrete slab on grade calculations.
3. Lighting and electrical panel detail.
4. Design data and Catalog cuts for vehicle exhaust system.
5. Fire protection system technical data.

ADDITIONAL COMMENTS:

All work shall be performed in accordance with latest edition of the Corps of Engineers Guide Specification for Military Construction, Army Technical Manuals, Engineering Technical Letters, Architectural and Engineering Criteria, National Electrical Code, National Fire Protection Association Codes and Standards, and all applicable Post (U.S. Army Garrison, Aberdeen Proving Ground) Regulations.

SUBMISSION AND PROJECT TIME:

In order to accomplish the required design, one submission shall be made at 60%. After the 60% design reviews makes all corrections and incorporate any changes and submit the final drawings, signed and sealed. Provide a full size computer generated and reproducible drawings to match APG standard Mylar, with APG title block. In addition, provide a digitized file of the drawing on 3-1/2 floppy disk or CD disk in Bentley Micro-Station SE format (DGN).

EVALUATION CRITERIA:

This task order will be evaluated using the following evaluation factors. The evaluation factors are listed in order of importance.

1. Technical Evaluation
2. Overall Cost
3. Schedule of Design and Construction
4. Past Performance

SECTION C - ATTACHMENT A

SAMPLE CONTRACTOR PROPOSAL COVER SHEET

ABC CONTRACTING SERVICES, INC

AMERICA AVE, USA MD XXXXXX

TEL: XXX-XXX-XXXX

DATE: -----

Directorate of Contracting
ATTN: Name of Contracting Officer.
U.S. ARMY CONTRACTING AGENCY
APG DIRECTORATE OF CONTRACTING
4118 Susquehanna Avenue
Aberdeen Proving Ground, MD 21005

RE: MATOC Contract No. DABJ05-XX-XX-X-XXXX
W.R. NO: ----- D.O #: ----- (required for change order only)
TITLE: Heavy Armor Training Facility.
LOCATION: Down Range, AA, APG.

Name of Contracting Officer:

This cover letter, and the attached Task Order Proposal, is submitted in response to the request for Task Order Proposal for Heavy Armor Training Facility. Enclosed is our proposal in PULSAR format, based on the Government scope of work dated 11 May 05 and the changes included herein.

Following technical data sheet and calculation are submitted along with our price Proposal:

1. Site layout and building layout design drawing.
2. Pre-engineered steel building, manufactured by USA Steel Building Corp, technical data sheets, structural design detail, specification and installation detail.
3. Slab on Grade design and construction detail with calculations.
4. Exhaust System load calculations and data sheets from USA Fan Company.
5. Design and Construction schedule.

After receiving notice to proceed to complete this Task Order, we will provide following items to Government for review and approval. We will obtain all necessary permits prior to any construction.

1. Construction drawings including Civil, Structural, Architectural, Mechanical and electrical details.
2. Maryland state Approved Sediment and erosion and storm water management plans and permit.
3. Government approved Safety and Health plan for soil-gas and UXO monitoring services.
4. Excavation / Digging permit

The Amount of this proposal is \$-----

If there are questions or areas requiring additional concerning this correspondence, please feel free to contact me by tel: xxx-xxx-xxxx or e-mail -

Sincerely,
Signature / Name / Title

SECTION 01561

ENVIRONMENTAL PROTECTION

SECTION C - ATTACHMENT B

28 February 2005

1.0 GENERAL. The work covered by this section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution during, and as the result of, all operations under this contract. For the purpose of this specification, environmental pollution is defined as the introduction of, and/or presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter biological balances of importance to human life or affect other species of importance to man. The control of environmental pollution requires consideration of air, water, and land.

2.0 APPLICABLE REGULATIONS. The Contractor and his subcontractors in the performance of this contract shall comply with the Clean Air Act (CAA), Clean Water Act (CWA), Code of Maryland Regulations (COMAR) Title 09 and 26, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, commonly known as Superfund, Emergency Planning and Community Right-to-Know Act (EPCRA), Endangered Species Act, National Environmental Policy Act (NEPA), Federal Insecticide, Fungicide, Rodenticide Act (FIFRA), Occupational Safety and Health Act (OSHA), Oil Pollution Act, Pollution Prevention Act (PPA), Resource Conservation and Recovery Act (RCRA), Safe Drinking Water Act, Toxic Substance Control Act (TSCA), and all other applicable Local, State, and Federal laws and regulations concerning environmental and safety requirements, as well as the specific requirements stated elsewhere in the contract specifications.

3.0 NOTIFICATION. The Contracting Officer (KO) and/or COR will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time loss due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

3.1 IMMINENT HAZARD. If state, federal or installation regulators determine that the Contractor has or is creating a condition that may present an imminent and substantial endangerment to health or the environment they have the authority to issue project cease-and-desist without routing such notification through the COR. Such authority falls under definition of "imminent hazard" as defined by OSHA, RCRA, and other laws (see "APPLICABLE REGULATIONS" above). If so directed by persons authorized to issue such notifications, the Contractor shall comply immediately and notify the KO and/or the COR.

3.2 EMERGENCY RESPONSE. The above statements do not infer that the Contractor will wait for KO, COR and/or regulator notification before initiating corrective action for spills, leaks, fires, explosions, and/or accidents involving injuries. In the event of such incidents the Contractor shall immediately notify the Installation "Emergency Operations Center" (dial 911 on post phones or 911 from a commercial phone on or off post) and implement corrective actions to prevent further injuries or damage to the environment. All costs incurred as the result of a Contractor caused spill, leak, fire, explosions, or other accidents are the responsibility of the Contractor.

4.0 SUBCONTRACTORS. Compliance with the provisions of this section by subcontractors shall be the responsibility of the Contractor.

5.0 PROTECTION OF NATURAL RESOURCES. The Contractor shall practice pollution prevention by means of source reduction. The Pollution Prevention Act (PPA) defines source reduction as practices that reduce or eliminate the creation of pollutants through: (a) increased efficiency in the use of raw materials, energy, water, or other resources; and/or (b) protection of natural resources by conservation; and/or (c) management of personnel and control of hazardous materials to diminish or negate the introduction of pollutants into the environment.

5.1 PROTECTION OF WATER RESOURCES. The Contractor shall not pollute streams, lakes, reservoirs or natural watercourses with petroleum, oil or lubricants (POLs), bituminous materials, pesticides, calcium chloride, chlorine, acid construction wastes, sediment, or other harmful organic or inorganic materials or wastes. All work under this contract shall be performed in such a manner that pollutants are not released into ditches, storm drains, surface or groundwater (i.e. waters of the State, COMAR 26.08), adjacent to or downstream to the site.

5.1.1 Production Well Installation. Production well installation shall include modeling to determine if pumping of the production well(s) will effect any contaminants that may be present. All modeling data and information shall be provided to Directorate of Safety, Health and Environment (DSHE) through the COR for review and approval prior to well installation. All lithologic logs shall be provided to DSHE. The Contractor shall obtain State Water and Appropriation Use Permit and a Harford County Well Drilling Permit. A state of Maryland certified and licensed driller shall perform the installation.

5.1.2 Well Closure. A well closure shall be accomplished by a State certified and licensed well installer in accordance with COMAR 26.04.04.

5.1.3 Water and/or Sewer Lines. The extensions to existing lines or new installations of water lines, sewer lines, lift stations, or other water/sewerage system appurtenances shall be in accordance with COMAR 26.03.12. A water/sewerage construction permit shall be obtained if the extensions, new lines or other features do not qualify for an exemption, as determined by DSHE due to one of the following: (1) project is for normal maintenance or repair; (2) project is for plumbing inside a building being serviced; (3) project is for a building connection designed for less than 5,000 gallons per day; or, (4) project nature is minor, such as installation of a meter or valve. If the lines are not exempt the Contractor shall complete applicable portions of the Water/Sewerage Construction Permit application. The Contractor shall send the permit application along with a copy of the contract drawings and applicable specifications to the COR. The COR will send these documents to the Directorate of

Installation Operations (DIO) who in turn will review and complete the application and submit it to DSHE. DSHE will forward the application to the State of Maryland for review and approval and furnish a copy of the permit, and any changes through the COR to the Contractor for correction or action. Construction shall not proceed until the permit is issued by the State.

5.1.4 Septic Systems. Septic systems with drain fields shall not be installed at Aberdeen Proving Ground (APG). A holding tank is allowed; provided it meets the design requirements and specifications of COMAR 26.04.02 and 26.08.07 and are registered with DSHE.

5.1.5 Groundwater and Dewatering. Portions of the Aberdeen and Edgewood Areas of Aberdeen Proving Ground are known to have groundwater contamination. If groundwater is encountered during excavation and de-watering is required, sampling and total composition analysis (i.e., determination of 100% of all constituents of the sample), including any specialized analyses, shall be accomplished to determine the proper method of disposal unless otherwise directed by DSHE through the COR. The Government will perform the sampling and analyses unless otherwise specified. This shall be done in accordance with EPA and State methods. For remedial actions conducted under CERCLA, the Contractor shall be responsible for this sampling. To prevent delays during construction the groundwater shall be sampled and analyzed at the earliest construction phase (applicable if a high water table would infiltrate the excavation) in order to alleviate any unnecessary delays in the execution of the project. Analytical results will be reviewed by Directorate of Safety, Health and Environment (DSHE), Environmental Engineering Branch (EEB) (410) 278-4099 and proper de-watering/disposal method(s) will be provided to the Contractor via the KO or COR. If the work is to be performed on or near a CERCLA (Superfund) site the Government will advise the Contractor of applicable work requirements and agreements.

5.2 PROTECTION OF AIR RESOURCES. The Contractor shall protect against the emission of hazardous substance (s) to air that cause or contribute to air pollution that may reasonably be anticipated to endanger health, welfare and the environment.

5.2.1 Burning. Burning in most instances is not permitted. The Contractor shall obtain written approval from the DSHE Air Permits Officer and Fire Department prior to burning of any substance or waste. Burning permits for debris will be issued on a case-by-case basis. The section is not applicable to welding, cutting, brazing, soldering, etc.

5.2.2 Dust Control. The Contractor shall maintain all work areas free from dust that would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling with water, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling with water, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. The use of chemical substances to control dust pollution during construction shall be approved by Installation Air Permits Officer in writing through the COR prior to application of such substances. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

5.2.3 New Air Source Permits and Registration. All new air emission sources (hoods, volatile substance storage tanks, spray booths, stationary equipment, or other similar type items) that do not qualify for an exemption under the COMAR shall be permitted and/or registered with the State. The Contractor is responsible for providing the necessary information for the air permit application to the responsible DSHE program manager through the COR. The completed application will be submitted by DSHE to the State of Maryland. The construction or modifications shall not start without written State approval.

5.2.4 Permits to Construct Boilers. Boilers in excess of 1 million British Thermal Units per hour (BTU) to 10 million BTU require a permit to construct ("construct" includes "modifications" COMAR 26.11.01.01). Boilers in excess of 10 million BTU require a permit to construct and a New Source Performance Standards (NSPS) permit, and typically will require a public hearing depending on the community input. These permit applications shall be prepared and forwarded through the COR to the responsible DSHE program manager. Completed permit applications will be forwarded to the State of Maryland for approval. The construction or modifications shall not start without written State approval.

5.2.5 Generator Sets. Generators that have a horsepower rating of 1,000 brake horsepower or more are required to have a permit to construct (COMAR 26.11.02.03.A. (6). (e)). The construction shall not start without written State approval.

5.2.6 Materials Containing Semi-Volatile/Volatile Organic Compounds (VOCs). The Contractor shall minimize use of volatile (i.e., benzene, methylene chloride, toluene, etc.) and semi-volatile (i.e., dichlorobenzene, trichlorobenzene, etc.) organic compounds in order to reduce fugitive air emissions during construction. Volatile and semi-volatile organic materials are contained in such products as paint, solvent, cleaner, sealer, glue, mastic, etc. Under no circumstance shall the Contractor install materials (i.e., paint, glue, sealer, mastic, insulation, etc.) that continue to leach chemicals to the environment after cure.

5.2.7 Ozone Depleting Chemicals (ODC) and Ozone Depleting Substances (ODS).

The Contractor's use or installation of ODC (i.e., Methyl chloroform (MCF), 1, 1, 1-Trichloroethane (TCA), Carbon Tetrachloride (CCI), CFC-113, etc.) and Class 1 ODS (i.e., R-11 (CFC-11), R-12 (CFC-12), R-13 (CFC-13), R114 CFC-114), R-500, R-502, R503, etc.) are not permitted under this contract.

5.2.7.1 COMAR 26.11.33 (Air Quality, Architectural Coatings) sets VOC limits for many types of architectural coatings. Under this regulation the term "architectural coating" means a coating applied to stationary structures or their appurtenances at the site of installation, portable buildings at the site of installation, pavements or curbs. It does not include coatings applied in shop applications or to non-stationary structures such as airplanes, ships, boats, railcars, or automobiles. If a product is used that falls within the scope of this regulation, it shall comply with the set VOC limits. Products containing VOCs that exceed the regulatory limits are banned from sale or use in the State of Maryland effective January 2005.

5.3 PROTECTION OF LAND RESOURCES. The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction and shall

appear to be natural and not detract from the appearance of the project. To the greatest extent possible, the Contractor shall confine his construction activities to areas defined by the plans and specifications.

5.3.1 Protection of Trees, Shrubs, and Vegetation. The Contractor shall be responsible for the protection of the tops, trunks and roots of all existing trees, shrubs, and vegetation that are to be retained on the site. Protection shall be maintained by the Contractor during their entire stay at the site and shall not be removed without the consent of the Contracting Officer. If the Government determines that protective devices are insufficient, additional protective devices shall be installed at the instruction of the Contracting Officer or COR.

5.3.1.1 Heavy equipment, vehicular traffic, or stockpiling materials shall not be permitted within the drip line of trees and/or shrubs to be retained.

5.3.1.2 No toxic materials shall be stored within 100 feet from the drip line of trees to be retained or exposed to the elements.

5.3.1.3 Except for area shown on the plans to be cleared, the Contractor shall not deface, injure, or destroy trees, shrubs or vegetation, nor remove or cut them without specific written authorization. Existing nearby trees or shrubs shall not be used for anchorage unless specifically authorized by the Contracting Officer in writing. Where such special emergency use is permitted, the Contractor shall first adequately protect the trunk with a sufficient thickness of burlap over which softwood cleats shall be tied.

5.3.1.4 No protective devices, signs, utility boxes or other objects shall be nailed to trees to be retained on the site.

5.3.2 Restoration of Landscape Damage. Any tree, shrub, vegetation or other landscape feature scarred or damaged by the Contractor's operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Contracting Officer will decide what method of restoration shall be used, and whether damaged trees shall be treated, healed, removed, disposed, and/or replaced. All scars, wounds, cuts or stumps from limbs removed shall be immediately coated with an approved wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes is not permitted. The use of climbing spurs is not permitted for tree climbing. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving in the opinion of the Contracting Officer, shall be immediately removed and replaced with a nursery-grown tree or healthy tree moved from another location of the same species. Replacement trees and shrubs shall be of the same size as those removed. The Contractor shall remain responsible for the maintenance of replacement trees, shrubs, and vegetation until it is determined that the replacement is viable and can be sustained without other than routine care.

5.3.3 Soil Erosion and Sediment Control. The Contractor shall maintain soil erosion and sediment controls on all excavations (Aberdeen Proving Ground Regulation (APGR) 200-40 and Army Regulation (AR) 200-3) even if a plan approved by the State of Maryland is not required. The Contractor shall develop and submit a soil and sediment control plan (inclusive of temporary road construction, construction of temporary embankments and excavation for plant and/or work or staging areas) to be disturbed is in excess of 5,000 square feet or the excavation exceeds 100 cubic yards of either cut or fill material or a combination of the two. DSHE is the single point of contact for regulatory plans and environmental permits. The COR will provide the State approved plan to the Contractor. The Contractor shall not commence grading or excavation until the State-approved plan is received. During construction and maintenance of soil erosion and sediment control devices, the Contractor shall ensure of an on-site supervisor who holds State of Maryland "Soil Erosion and Sediment Control" certification.

6.0 POLLUTION PREVENTION ACT (PPA), EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (EPCRA), AND APPLICABLE EXECUTIVE ORDERS (EO). The Contractor shall comply with Executive Order (EO) #13148 (Greening the Government Through Leadership In Environmental Management), EO #13101, Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition and EO #13123, Greening the Government Through Efficient Energy Management, and RCRA 6002 (Federal Procurement). The contractor shall accomplish the following:

6.1 Green Procurement/ Environmentally Preferable Products (EPP). The Government requires the use of recoverable/recovered materials and products identified in the EPA's Comprehensive Procurement Guideline (CPG). All materials and products intended for use within this contract shall meet the recommended minimum content standards identified in the Recovered Materials Advisory Notices (RMAN).

- a. Use products with post-consumer recycled content.
- b. Use products that are recyclable.
- c. Use low toxicity or non-toxic products.
- d. Use and install low maintenance products.

6.1.1 Green procurement and Federal Acquisition requirements emphasize the need to ensure that EPA designated products containing post consumer recycled content are integrated into construction and that the use of products containing virgin materials are minimized to the greatest extent practicable.

6.2 Green Building. The contractor shall comply with EO 13101 (Greening the Government through Waste Prevention, Recycling, and Federal Acquisition), the Federal Acquisition Regulation (FAR), and APG Green Building Initiative Policy and incorporate green building principles and practices into APG construction projects.

6.2.1 The contractor shall perform design and undertake construction with knowledge and consideration of potential impacts to both natural and man-made environments. The contractor shall prevent pollution in all project stages, conserve natural resources, minimize adverse impacts to biological and human environments and maintain historical and cultural integrity.

6.2.2 During the construction, demolition and/or renovation process the contractor shall minimize adverse acoustical impacts, mitigate adverse air quality impacts to the indoor environment and the atmosphere, employ environmentally sound practices in site layout and landscape, maximize energy efficiency and use of renewable energy sources, protect and conserve water resources and maximize recycling and waste minimization.

6.3 ENERGY CONSERVATION. The contractor shall provide Energy Star or other energy efficient products.

6.3.1 Lighting. The Contractor shall only install energy efficient lighting fixtures, bulbs, fluorescent tubes, switches, and equipment.

6.3.1.1 Lighting and Pollution Prevention. Fluorescent lamps, and other HID lights when tested for disposal typically will exceed the TCLP (toxic characteristic leaching procedure) limit for mercury, and are a hazardous waste. The Contractor shall comply with pollution prevention mandates (Presidential Executive Order #13148 and the Pollution Prevention Act) and install fluorescent lamps, HID lights, and bulbs that are either mercury-free or the mercury content is below the current hazardous waste standard of 0.20 ppm (parts per million). Fluorescent lamps, HID lights, and bulbs that routinely contain mercury shall have permanent manufacturer labeling stating that the lamp, light, or bulb "Contains Mercury" or is "Mercury-Free." Fluorescent lamps and HID lights containing mercury shall be returnable to the manufacturer for regeneration/recycling to the greatest extent possible.

6.4 PAINT, LATEX (ARCHITECTURAL AND ARCHITECTURAL ANTI-CORROSIVE). The following specifications and restrictions apply to all architectural and architectural anti-corrosive paints used during the course of this contract.

6.4.1 Paint Volatile Organic Compound (VOC) Restrictions. Due to the documented health risks associated with high VOC levels the limits listed in Table 1 list maximum allowable VOC content (grams/liter and pounds/gallon) for each type of paint.

Table 1. Aberdeen Proving Ground (APG) VOC Limits for Paints

<u>Type of Paint</u>	<u>VOC (grams/liter)</u>	<u>VOC (pounds/gallon)</u>
Interior Architectural Flat	50 g/l	0.42 lb/gal
Non-Flat	150 g/l	1.25 lb/gal
Exterior architectural Flat	100 g/l	0.83 lb/gal
Non-Flat	200 g/l	1.66 lb/gal
Anticorrosive Flat	250 g/l	2.1 lb/gal
Semi-Gloss	250 g/l	2.1 lb/gal
Gloss	250 g/l	2.1 lb/gal

6.4.2 Paint Inorganic Component Restrictions. Paints often contain inorganic and organo-metallic components used as preservatives, additives, and pigments. Table 2 lists the base inorganic components prohibited by Aberdeen Proving Ground standards.

Table 2. Inorganic Components Prohibited by Standards for Paints

Antimony
Cadmium
Hexavalent
Chromium
Lead
Mercury

6.4.3 Paint Organic Compounds Restrictions.

Organic chemical compounds in paint affect a number of paint characteristics from how smoothly the paint flows to its freeze resistance. Table 3 lists all compounds prohibited from use under this contract.

Table 3. Prohibited organic compounds.

Methylene chloride
1,1,1-Trichloroethane
Benzene
Toluene (methylbenzene)
Ethylbenzene
Vinyl chloride
Naphthalene
1, 2-Dichlorobenzene
Di (2-ethylhexyl) phthalate
Butyl benzyl phthalate
Di-n-butyl phthalate
Di-n-octyl phthalate
Diethyl phthalate
Dimethyl phthalate
Isophorone
Formaldehyde
Methyl ethyl ketone
Methyl isobutyl ketone
Acrolein
Acrylonitrile

6.4.4 Packaging. The paint cans and their components shall not be fabricated with lead.

6.5 Emergency Planning and Community Right-to Know

6.5.1 EPCRA Requirements

6.5.1.1 The contractor shall inform workers, subcontractors, and Aberdeen Proving Ground of all hazardous materials that will be used during the contract.

6.5.1.2 The contractor shall secure all hazardous materials from the elements, leakage, and entry by unauthorized individuals.

6.5.1.3 The contractor shall maintain active current inventories of all hazardous material and hazardous waste that they manage on-site.

6.5.1.4 The contractor shall maintain a current Material Safety Data Sheet (MSDS) file for each and every hazardous material used on-site (APG) during this contract.

6.5.2 EPCRA Reporting

6.5.2.1 The contractor shall provide the installation DSHE Environmental Compliance Division (ECD) Pollution Prevention Office a list of all hazardous and regulated materials brought onto the installation during execution of the contract. No exceptions.

6.5.2.2 An initial list shall be provided before any hazardous materials are brought onto the installation. The list shall include chemical/brand name, quantity (in pounds only) with an attached copy of the material safety data sheet (MSDSs) for each item listed. Additions to the quantities previously listed and new items shall be provided over the life of the contract as the contractor determines the necessity to bring more hazardous materials onto the installation.

6.5.2.3 At the end of the contract or 31 December of each calendar year, whichever comes first, the contractor shall provide the total amount of each chemical used, total amount of waste residues, and total amount of excess hazardous or regulated material removed from the installation or turned over to the Government for use.

6.6 After meeting the requirements of Section 6.0 of this specification only hazardous and regulated material essential to the performance of the contract shall be brought onto the installation.

7.0 LOCATION OF STORAGE AND SERVICE FACILITIES. The location of the Contractor's storage and service facilities shall be limited to job/construction site. The preservation of the landscape shall be a prime consideration in the selection of all sites and in the construction of buildings. Plans showing storage and service facilities, including storage tanks shall be submitted for written approval to the Contracting Officer. Where buildings or platforms are constructed on slopes, the Contracting Officer may require cribbing to be used to obtain level foundations. Bench or leveling of earth is not permitted without written Government approval.

7.1 HAZARDOUS MATERIAL STORAGE TANKS AND FACILITIES. The contractor shall assure that all hazardous material storage tanks and facilities are physically separated from immediate working area. Hazardous material storage facility(s) and tank(s) shall be secured from the elements and entry by authorized individuals. Tanks shall have secondary containment to protect against leaks and grounded to protect against electrical charges and sparking. All delivery or loading surfaces shall be impervious and curbed where necessary to insure against spills and leaks to land or water. If secondary containment is open to the environment it shall be designed and maintained to prevent migration of hazardous materials into ground water, surface water, or evaporation into the air.

7.2 STORAGE AND STAGING OF WASTE. The Contractor shall not store hazardous waste (as defined by 40 CFR, Part 261) for a period of more than (90) calendar days. The Contractor shall obtain written Government approval before the storage of hazardous waste. Wastes removed from CERCLA clean-up actions shall be stored as indicated in the specifications unique to the clean-up action. Transport of hazardous waste on to APG is forbidden, including transport of hazardous material/waste over public roads (i.e., from the Edgewood Area to the Aberdeen Area or vice-versa). Upon determination that a waste is hazardous the Contractor shall immediately notify the DSHE for in order to determine pick-up, transportation and waste disposition requirements. The Contractor shall containerize, label, stage, and manage the waste while awaiting pick-up. In addition, the containerization, labeling, removal, transportation, and disposal of hazardous materials and waste shall be accomplished in accordance with the requirements outlined in State of Maryland Regulation (COMAR Title 26), Federal EPA (40 CFR), Department of Transportation (DOT) (49 CFR), Occupational Safety and Health Administration OSHA (29 CFR), Department of Army applicable regulations, Aberdeen Proving Ground RCRA/TSCA Part B permit and applicable local regulations. All costs incurred for the disposal of Contractor-generated hazardous waste are the responsibility of the Contractor.

7.2.1 Roll-offs. The covered top roll-offs used to store hazardous waste shall be approved for hazardous waste and marked as required by hazardous waste regulations.

8.0 PESTICIDES. The methods, application and use of pesticides shall be reviewed and approved by the Government in writing. The Contractor shall obtain the necessary application and handling standard operating procedures (SOPs) from the APG Entomologist for correct guidance to prepare the application plan. Additional references include CHPPM "Pesticide Hotline," AR420-76, Technical Manual (TM) 5-629 and TM 5-632."

9.0 DISPOSAL OF WASTES

9.1 HAZARDOUS WASTE. The Contractor shall not transport or dispose of any Government-generated hazardous waste (pre-existing wastes on Aberdeen Proving Ground). The transport of hazardous waste onto Aberdeen Proving Ground by the Contractor is forbidden. The Government will dispose of Government generated hazardous waste through the DSHE Treatment, Storage and Disposal Facility (TSDF) and the Contractor shall coordinate through the COR to arrange for pick-up and disposal by the Government. The Contractor shall make arrangements through the COR for the disposal of Contractor generated hazardous waste (wastes generated as a result of Contractor operations) on the installation during the course of the contract. All fines and costs incurred for the clean up, storage, containerization, transportation, disposal and management of Contractor-abandoned hazardous waste shall be the responsibility of the Contractor.

9.2 NON-RCRA/TSCA AND INDUSTRIAL WASTES. The method of disposal, transporter, and the disposal site for non-RCRA and/or industrial wastes shall be approved in writing by DSHE-TSDF manager. The Contractor shall submit this information through the COR to the DSHE-TSDF for approval in writing. All copies of the shipping manifests shall be forwarded to DSHE-ECD (TSDF) through the COR within 24 hours. Commercial site receipt copies of manifests and/or bill of lading shall be provided through the COR to the DSHE-ECD (TSDF) within (20) calendar days of shipment from the installation.

9.3 SURETY/SUSPECT SURETY MEDIA AND DEBRIS. The Contractor shall not dispose, handle or remove any surety items. Only the Government will handle, remove or dispose of surety items.

9.4 MIXED WASTE (RCRA/TSCA/NRC/ETC.). The Contractor shall not transport or dispose any mixed waste. The removal and disposal of mixed wastes will be performed by the Government.

9.5 RADIOLOGICAL WASTE. The contractor shall submit a request through the COR to the responsible DSHE program manager and receive approval prior to any action to demolish or remove radiological waste/debris. All radiological waste disposals will be performed by the Government.

9.6 SOLID WASTE. The contractor shall coordinate all demolition/removal/disposal action(s) of construction/demolition (rubble) wastes with the Government.

10.0 SPECIFIC DISPOSAL METHODS.

10.1 BUILDING DEMOLITION. Demolition debris from buildings identified as contaminated through field surveys, known to contain environmental contaminants, or suspected of being contaminated, shall be removed and disposed of by methods consistent with protecting the environment. The demolition shall be accomplished without the release of gas, solid or liquid matter to the environment. The following references apply:

- a. Code of Maryland Regulations (COMAR) 26.11.06.03.D (3)
Particulate Matter from Materials Handling and Construction
- b. COMAR 26.11.06.02 Visible Emissions
- c. COMAR 26.11.06.08

10.1.1 Disposal of Lead Painted Building Debris. Building and/or building demolition debris shall be Toxicity Characteristic Leaching Procedure (TCLP) lead tested prior to either demolition or disposal if lead paint was identified during the field survey. The TCLP lead testing shall be performed by a Government approved sampling and/or analyses Contractor(s). The Contractor shall be responsible for the proper handling, containerization, labeling, and storage until removal for disposal.

10.1.2 Lead Contaminated Hazardous Waste (5ppm or greater TCLP). Debris contaminated with a TCLP lead reading of 5 ppm (mg/l) or greater is a hazardous waste. Lead-contaminated debris determined to be a hazardous waste shall be placed in a roll-off drum or any other container approved for hazardous waste storage. All containers shall be labeled with a hazardous waste label and annotated with the following "lead contaminated debris, EPA D008" in accordance with RCRA hazardous waste regulations. The Government will dispose all hazardous waste generated. The Contractor shall contact DSHE program manager through the COR to make arrangements for pick-up and disposal of all hazardous waste.

10.1.3 Lead Contaminated Debris (less than 5 ppm TCLP). Lead contaminated debris (less than 5 ppm) is an industrial waste. Most rubble fills do not have liners and leachate collection systems. This type of contaminated debris shall be disposed of in a lined landfill (COMAR 26.04.07.19. reference Maryland Department of the Environment Lead Paint Hazard Fact Sheet #6).

10.2 DEMOLITION OF ELECTRICAL EQUIPMENT CONTAMINATED WITH POLYCHLORINATED BIPHENYLS (PCB). Electrical equipment (i.e., transformers, switches, capacitors, ballast, etc.) which contains PCB-contaminated dielectric materials shall be handled as a hazardous waste as required by the Toxic Substances Control Act (TSCA). The Government shall dispose the PCB contaminated items, unless previous written approval has been granted by DSHE program manager through the COR for disposal other than through the installation hazardous waste Contractor. The Contractor shall weigh, containerize, and label all PCB contaminated equipment and debris in accordance with applicable regulations.

10.3 DEMOLITION OF ELECTRICAL (MERCURY) EQUIPMENT. Electrical items (i.e., switches, thermostats, thermometers, bulbs, fluorescent tubes, and other electrical items) containing toxic characteristic leaching procedure (TCLP) mercury in concentrations of 0.20 ppm (parts per million) or greater shall be consolidated, containerized, and labeled by the Contractor for final disposition by the Government.

10.4 ASBESTOS DISPOSAL. The Contractor shall provide a disposal plan, transporter and disposal site information through the COR to the DSHE-TSDF for written approval. There shall be no off-site transportation or disposal of asbestos containing wastes until the DSHE-ECD (TSDF) reviews and approves in writing the disposal plan, transporter, method of disposal, and the disposal site. All completed manifests/bills of lading, and the analytical results of the waste shipped by the approved transporter/disposer shall be returned to the DSHE-ECD (TSDF) through the COR within 24 hours of shipment. The signed disposal facility copy shall be returned through the COR to the DSHE-ECD (TSDF) within (20) calendar days of shipment.

10.4.1 Asbestos/Lead Paint Waste/Debris. Waste/debris containing asbestos, and 5 ppm (mg/l) or greater lead determined by the TCLP test, is a mixed RCRA/TSCA waste. It shall only be disposed of at a licensed Government approved disposal facility. The Contractor shall containerize, mark, and stage the waste for Government removal. All containers of lead contaminated debris (5 ppm or greater) shall be packaged and labeled and managed as a hazardous waste in accordance with State and Federal regulations.

10.5 DEMOLITION OF REFRIGERATION EQUIPMENT. The Contractor shall not release refrigerants/ ozone-depleting substances (ODS), or ozone-depleting chemicals (ODC) to the environment during demolition or up-grade of the existing system. All service personnel shall have the necessary training and certifications to accomplish such removal actions. All equipment shall meet U.S. Environmental Protection Agency (EPA) (40 CFR 82.158(b) (1)) and/or Air Conditioning and Refrigeration Institute (ARI) 740-1993 standards and certifications. At the discretion of the Government the contractor shall either recover all Freon for reuse or turn the recovered Freon over to the Government for shipment to DOD Reserve Bank, or disposal. The contractor is prohibited from releasing Freon to the land, water or air.

10.6 CONTAMINATED SOIL STAGING AND DISPOSAL.

The Contractor shall not deposit, spread or dispose of any excavated soils removed from Aberdeen Proving Ground contaminated site(s) unless specifically authorized by the Government in writing to dispose of such soils at a Aberdeen Proving Ground or commercial site. The Contractor shall comply with all EPA 40 CFR, RCRA Subtitle C and D requirements while excavating, staging, storing containerizing, transporting, and/or disposing of contaminated soils. Contaminated soils shall be stored on and covered with 30 ml plastic to minimize emissions and run-off. Storage piles shall be surrounded by straw bails to minimize erosion and capture run-off during inclement weather. If the work is to be performed on or near a CERCLA (Superfund) site the Government will advise the Contractor of applicable work requirements and agreements. In most cases 100% total composition analysis shall be accomplished of sample for environmental purposes. Waste analyses (EPA and/or State methods) are required prior to disposal.

10.7 REMOVAL ACTIONS FROM NON-NATIONAL PRIORITY LIST (NPL) SITES. Some areas of the Aberdeen and the entire Edgewood Area of Aberdeen Proving Ground are suspected or known contaminated areas. To greatest extent practicable sampling/analysis for environmental purposes shall be accomplished during the soil boring/evaluation process or during occupational sampling process prior to excavation of soils for those sites with out adequate analysis results. All soils, debris, materials or wastes, that are known to be hazardous waste shall be containerized, stored, transported, and disposed in accordance with COMAR 26.13 and 40 CFR. The 90-day rule applies from the time that the waste is removed from the ground. The Contractor shall properly stage and manage the waste while waiting for Government pick-up. The Contractor shall expeditiously (within 24 hours) arrange for pick-up.

10.8 SUSPECT HAZARDOUS WASTE MEDIA AND DEBRIS. The 90-day storage/removal rule applies if the removed soils, debris, materials or waste are suspected to be a hazardous waste. The Contractor shall properly stage and manage the waste while awaiting composition analyses and Government pick-up. The Contractor shall expeditiously arrange for pick-up.

10.9 MEDIA AND DEBRIS OF UNKNOWN COMPOSITION. If the removed soils, debris, materials, or waste are of unknown composition then the 90 day storage requirements begin once the analysis determines the material to be a hazardous waste. Staged materials shall be stored on impervious surfaces in a bermed area with a cover, lined roll-off with cover, or similar covered containment device to protect from exposure to the elements. The storage or staging site shall be inspected and managed to ensure against leakage or emission of hazardous constituents that may be contained in the waste. The sampling and analysis will be conducted in a timely manner by the Government. For remedial actions conducted under CERCLA, the Contractor shall be responsible for this sampling.

10.10 MEDIA AND DEBRIS FROM INSTALLATION RESTORATION PROGRAM (IRP) SITES. All wastes (media/debris) to be staged or removed from any IRP site shall be handled in accordance with state and federal guidance provided in interagency agreements and identified in other specifications of this project. The contractor shall have the required credentials/licenses to perform work on an IPR site. Disposal of media/debris in corrective action management units (CAMU) or other approved sites shall be managed in accordance with all applicable Federal and State agreements and regulations. Investigative derived wastes shall be properly containerized, labeled, stored and managed until final disposition. The Government will dispose of all media and/or debris determined to be hazardous waste. Arrangements for disposal shall be made with the DSHE program manager through the COR.

10.11 CONTAMINATION ENCOUNTERED DURING CONSTRUCTION. If contamination is encountered during excavation or construction, the site must be remediated before the activity can continue. The Contractor shall immediately notify DSHE program manager through the COR if any contamination or suspect contamination is detected or if remediation is required (see paragraph 16.4).

10.12 INDUSTRIAL WASTE. Contractor generated industrial waste shall not be stockpiled on-site for more than (30) calendar days.

10.13 LIQUID STRIPPER WASTE. Liquid wastes (from stripping lead paints etc.) shall be containerized in compatible containers, marked as hazardous waste and labeled as to the actual contents in accordance with RCRA hazardous waste regulations.

11.0 SEWER DISCHARGES. The Contractor shall perform analyses to determine the composition of all media that are proposed for discharge to the sewer system. The Contractor shall assure that the discharge is within Aberdeen Proving Ground permit parameters. The Contractor's laboratory shall meet the requirements of Section 17 of this specification. As a quality assurance measure the Government will randomly verify analytical results through Government or contract laboratories.

11.1 STERILIZATION/DISINFECTION. Waters with detectable chlorine shall not be discharged to the waters of the State (note the State includes groundwater and surface waters as waters of the State). The Contractor shall obtain approval in writing from the responsible DSHE program manager through COR.

12.0 QUARANTINED AREA BY DEPARTMENT OF AGRICULTURE. The installation is within an area that has been quarantined by the Department of Agriculture to prevent the spread of certain plant pests that may be present in the soil. The Contractor shall thoroughly clean all soil residues from all vehicles, construction equipment at the construction site by high-pressure washer or other methods that will assure complete removal. Water use will be restricted to the minimum to clean a vehicle. Non-chlorinated water from washing must stay on site and not be allowed to run-off to waters of the State. Chlorinated wash waters must be diverted to a sanitary sewer. The Contractor shall make arrangements and obtain written authorization through the COR to use wash racks on post. Hand tools shall be thoroughly cleaned by brush or other means to remove all soils. Transporting and disposal of soils and related debris will be in accordance with quarantine requirements.

13.0 HISTORICAL SIGNIFICANCE AND UNEARTHING OF ARTIFACTS. Project areas shall be reviewed for impact to cultural resources prior to any ground disturbance. If artifacts or items of significance are unearthed or discovered during construction the Contractor shall cease the action and immediately notify the DSHE program manager through the COR. It is a Federal offense for unauthorized person(s) to recover artifacts from federal property.

13.1 The Contractor shall not demolish, modify or alter a historical structure or area without the written consent of the Installation Historic Preservation Officer and/or the State Historical Preservation Office (SHPO). All archaeological areas and historical structure SHPO applications and design modifications to historic structures require DSHE approval prior to issuance of the "notice to proceed."

14.0 PROHIBITED MATERIALS DURING CONSTRUCTION AND RENOVATIONS, POLLUTION PREVENTION.

Materials/items/equipment used for construction and renovations shall not be of a nature that they will cause environmental damage, contribute to future environmental concerns or disposal problems.

14.1 DIELECTRIC FLUID CONTAINING ELECTRICAL EQUIPMENT. The Contractor shall not install any new electrical equipment (capacitors, lighting, ballasts, etc.) that contains any PCBs. All equipment shall be permanently labeled by the manufacturer as PCB free.

14.2 LIGHTING. Fluorescent Lamps and HID lights when tested for disposal will typically exceed the TCLP limit for mercury, and are hazardous waste (OSWER, EPA, DC, letter dated 7 Dec 1992; and report dated 14 May 1993). All fluorescent lamps, HID lights, and bulbs shall be permanently labeled by the manufacturer as "Containing Mercury" or "Mercury-Free." Mercury containing items shall be returnable to the manufacturer for regeneration or recycling to the greatest extent possible.

14.3 PAINT (PROTECTIVE COATING). All architectural (interior and exterior) and anti-corrosive paints shall meet the Aberdeen Proving Ground/EPA/Industry/Green Seal GS-03 Standard of the Environmental Protection Specification-01561 (see sections 6.4 through 6.4.4) for chemical and packaging restrictions and COMAR 26.11.33 (Air Quality, Architectural Coatings). The Contractor is responsible to ensure that all paints are environmentally preferable and are of either low-toxic or non-toxic composition. All paints shall be free of persistent bio-accumulative toxins-PBTs (e.g. lead, mercury).

14.4 ASBESTOS RESTRICTIONS. Asbestos containing materials shall not be installed. Where material matching (i.e. roof corrugated sheeting, building siding) is required, equivalent concrete based or other equal substitutes shall be used.

14.5 SOLDER AND FLUX. Solder and flux shall be heavy metal free (i.e., lead, cadmium, silver, etc.) to the greatest extent possible.

15.0 RADIATION EMITTING EQUIPMENT. Any radiation emitting equipment, sources, materials, and other similar type items must be properly, registered, licensed, etc. The Contractor shall obtain the commander's written approval prior to bringing any sources on to Aberdeen Proving Ground.

16.0 ENVIRONMENTAL PERMITS. The Contractor shall not proceed with the construction, renovation, or modifications until all of the required regulatory approval or permits are obtained. Any penalties, fines or costs resulting from stop orders due to actions proceeding without approval/permits shall be assessed against the Contractor.

16.1 RCRA PERMITTED FACILITIES. State of Maryland notification is required for all upgrades, additions, and/or changes to a RCRA permitted facility. The user/Contractor shall supply the required specifications, drawings, description of work, and pertinent data through the COR to DSHE so it can be forwarded to the State. The work shall not be performed until the State approval is received.

16.2 UNDERGROUND STORAGE TANK (UST) AND ASSOCIATED SYSTEM COMPONENTS. If any of the installation or maintenance of fuel oil lines that involve the connection to underground fuel oil piping or changes to a UST system or system installation requires a Maryland certified installer. The certified installer shall be present on site during all installation actions. The connections shall be made in accordance with COMAR 26.10 and the complete system shall be precision tested after completion with a State approved method. The Contractor shall notify DSHE program manager through the COR prior to installation or maintenance work to ensure that all State registration and notification requirements have been met.

16.3 HAZARDOUS MATERIAL, INDUSTRIAL WASTE AND RCRA WASTE HOLDING TANKS. The contractor shall notify DSHE program manager through COR prior to installation or removal of tank(s). All RCRA storage or treatment tanks that exempt from RCRA permitting requirements shall be State registered (COMAR 26.13.03.05.E (1) (i)) prior to placement into service. The Contractor shall provide the following information within (30) calendar days of installation or removal of any tanks.

- a. Date of installation.
- b. Secondary containment capacity.
- c. Type of installation: aboveground, on-ground tank, or underground.
- d. For underground tanks, whether the tank can be entered for inspection.
- e. Chemical name, CAS number and/or waste code(s) of each hazardous material or hazardous waste stored or managed in the tank.

16.4 HAZARDOUS AREA WORK PERMITS OR SITE SPECIFIC HEALTH AND SAFETY PLANS. Hazardous materials include, but are not limited to, chemical surety materials, hazardous chemicals, carcinogens, asbestos, explosives, radioactive materials, UXO's, etc. However, if during such operations such as excavation or demolition, hazardous materials should be encountered, Contractor personnel shall immediately discontinue work in that area and notify DSHE through the COR. These hazardous materials may be encountered at work sites at Aberdeen Proving Ground. Where work sites are in known or suspected to contain hazardous materials, a Hazardous Area Work Permit (HAWP) will be included in the Statement of Work. The Contractor shall also develop a Site Specific Health and Safety Plan prior to initiating work on the site. Similarly, where excavation is required, an excavation permit is required. These permits will indicate the type of hazard and the special requirements to be followed in the work area. The Contractor shall post a copy of the permit(s) in full view at the work site. The Contractor shall be responsible to inform all his personnel and assure they conform to all special requirements directed by the permit(s). This conformance will be monitored by Installation Safety Officer or his designated representative. Non-conformance shall result in a work stoppage until the situation is corrected to the satisfaction of the COR, at no expense to the Government.

16.4.1 The work site is not known or suspected to contain hazardous if a HAWP, requirement for a safety and health plan, excavation permit, and/or statement regarding hazardous materials is not included in the Statement of Work. However, during operations such as excavation or demolition, hazardous materials may be encountered. Contractor personnel encountering hazardous or unknown materials in which they are unsure of possible contamination or action to take, shall immediately discontinue work in that area and notify the responsible DSHE program manager through the COR or his representative. Work may resume after the identification of material and/or the Government takes appropriate actions and notifies the Contractor of work restraints, if any, caused by the material.

16.4.2 Claims for additional costs due to requirements beyond the scope of the Statement of Work shall be submitted in accordance with applicable contract clauses.

16.5. National Environmental Policy Act (NEPA). The Contractor shall ensure that an approved NEPA document, a written "Categorical Exclusion (CX)" or Record of Environmental Consideration (REC), Environmental Assessment (EA), or an Environmental Impact Statement (EIS) is provided with the "notice to proceed." All delays and costs associated with NEPA approval and/or validation after issuance of the "Notice to Proceed" are the responsibility of the Contractor.

17.0. CONTRACTOR'S SUPPLIED SAMPLING AND ANALYSIS SERVICES. All sampling and/or analysis laboratories shall be EPA and/or State certified and licensed. In some instances other Federal Agencies or national certifications may apply. All U.S. Army Corps of Engineers (ACOE) managed projects shall require ACOE Certification. The laboratory shall submit the Quality Assurance/Quality Control

(QA/QC) plan, Health and Safety Plan, Sampling and Analysis Plan/EPA methods/SOPs, certifications and accreditation through the COR to DSHE program manager for approval. The Contractor is responsible for assuring that the analysis laboratory is qualified and has the licensing/certification to perform the sampling and/or analysis required.

END OF SECTION 01561

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 27-Oct-2006	4. REQUISITION/PURCHASE REQ. NO. W81FT76101R194		5. PROJECT NO.(If applicable)	
6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91ZLK	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W91ZLK-06-R-0018	
			X	9B. DATED (SEE ITEM 11) 11-Sep-2006	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above referenced solicitation is hereby extended indefinitely. A future amendment will be issued to revise the proposal due date to another date in the future.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 27-Oct-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 02-Nov-2006	4. REQUISITION/PURCHASE REQ. NO. W81FT76101R194		5. PROJECT NO.(If applicable)	
6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91ZLK	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. W91ZLK-06-R-0018	
			X	9B. DATED (SEE ITEM 11) 11-Sep-2006	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
a. The above referenced solicitation is hereby amended to revise the proposal due date to 9 Nov 06 at 4:00 PM Eastern Standard Time.					
b. Other than revising the proposal due date, no other changes to the solicitation are being made by this amendment nor are any other changes to solicitation anticipated in the future.					
c. In order to be considered for award, contractors are reminded to acknowledge all amendments issued for this solicitation by signing, dating and returning hard copies of each amendment or by completing Block 19 on Standard Form 1442 by the proposal due date.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		02-Nov-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 68
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 15-Jun-2007	4. REQUISITION/PURCHASE REQ. NO. W81FT76101R194		5. PROJECT NO.(If applicable)
6. ISSUED BY ACA ABERDEEN PROVING GROUND - W91ZLK DIRECTORATE OF CONTRACTING 4118 SUSQUEHANNA AVENUE ABERDEEN PROVING GROUND MD 21005-3013	CODE W91ZLK	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. W91ZLK-06-R-0018	
		X	9B. DATED (SEE ITEM 11) 11-Sep-2006	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: Contract Specialist, Kandi A. McDonald, at 410-278-2372 or kandi.mcdonald@us.army.mil. See schedule for amendment text.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 15-Jun-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0006

a. To provide a better understanding of the use of the various rate fields within the Pulsar estimating software, solicitation paragraph C.2.4.9 is revised to read as follows:

C.2.4.9 Check the “BURDENED” box. This means each offeror’s proposed Pulsar estimate, as adjusted by the coefficient factor, will already include contractor overhead, G&A, and profit. In other words, the proposed estimate is already fully loaded. Also, in paragraph B.3 in addition to the contingency rate the solicitation requires that you provide various burden rates to be applied to include material, labor, equipment, and subcontract. Contractor can apply whatever rates (one or more) he/she feels is necessary to cover any element that is not covered by the burdened estimate. Since the estimates will be fully burdened, the above referenced **rates will only be applied to the burdened Pulsar estimate as the contractor feels is appropriate.** If the contractor chooses to apply any of these additional rates, the contractor is bound to use the rates proposed for each rate element at time of contract award. These rates will remain fixed during the contract period and shall not change. **Contractor’s proposed coefficient rate shall be applied to every estimate prepared for every task order proposal and is also fixed during the contract period.** Rates proposed also apply to task order modifications.

Based on these changes, the contractor shall provide new pricing information for the pricing information required at solicitation paragraph B.3 in the table listed below. The contractor’s new pricing table will be labeled (Revised) and shall be marked with a revision date.

BASE YEAR	PROPOSED RATE	COMMENTS		
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate		
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Coefficient Rate		Propose Same Percentage Rate as Line Item 1000		
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items		
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
OPTION YEAR 1	PROPOSED RATE	COMMENTS		
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate		
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Coefficient Rate		Propose Same Percentage Rate as Line Item 2000		

Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items		
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
OPTION YEAR 2	PROPOSED RATE	COMMENTS		
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate		
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Coefficient Rate		Propose Same Percentage Rate as Line Item 3000		
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items		
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
OPTION YEAR 3	PROPOSED RATE	COMMENTS		
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate		
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Coefficient Rate		Propose Same Percentage Rate as Line Item 4000		
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items		
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
OPTION YEAR 4	PROPOSED RATE	COMMENTS		
Sales Tax	5.0%	Shall Use Maryland Sales Tax Rate		
Material Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Labor Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Equipment Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Coefficient Rate		Propose Same Percentage Rate for Line Item 5000		
Subcontract Burden Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		
Bond Rate	0.0%	Bonds shall not be included in estimates but will be covered by contract line items		
Contingency Rate		Propose as a Percentage Rate if Applicable - If not enter 0%		

b. The following conflict of Interest Provision is added to the solicitation in Section I.

I.2 Organizational Conflict of Interest Provision:

The contractor acknowledges that it is familiar with Federal Acquisition Regulation (FAR) 9.5 and agrees that it will avoid conflicts of interest and to the maximum extent, the appearance of conflict of interest, in accordance with the procedures set forth in the FAR.

The contractor agrees, with respect to performance of task orders under the resultant contract for APG's multiple award construction task order contract (MATOC) to abide by the following conflict of interest provisions:

If in the performance of past, present or future non MATOC contract efforts, the contractor or his subcontractors will have knowledge of or have access to information, whether written or verbal, which pertains to any task order solicited under the resultant MATOC contract, the contractor shall immediately send the Contracting Officer written notice of the conflict of interest. The contractor's notice shall include his contract number, task order work request number, job title, building number or area location and a written explanation of the conflict of interest.

Under such circumstances, the contractor shall be excluded from competition for that particular task where a conflict of interest exists.

If at any point during the contract, a conflict of interest is discovered that the contractor failed to disclose to the contracting officer, the contractor may be excluded from all future procurements under MATOC.

c. The following wage determinations are incorporated into the solicitation and these new wage determinations supersede all other previous wage determinations issued under the solicitation. See Section L for copies of the revised wage determinations.

SCA 2005-2247 (Rev 3) 5/29/2007
DB MD070003 2/09/2007
DB MD070039 5/18/2007
DB MD070041 2/09/2007
DB MD070042 5/18/2007
DB MD070054 6/15/2007

d. For your convenience, a copy of the above referenced amendment along with a conformed copy of the solicitation which incorporates the amendment changes listed above will be provided to all contractors within the competitive range.

SECTION A - SOLICITATION/CONTRACT FORM

The required performance has changed from a. Multiple Award Construction Task Order Contract (MATOC) at Aberdeen Proving Ground, Maryland. All work shall be done in accordance with Specification No. IEQ51IE5J listed in Section C of the Solicitation/Contract.b. Davis-Bacon General Wage Determination(s) MD030003, MD030039, MD030041, MD030042, MD030054 and Service Contract Act Wage Determination 2005-2247 (Rev 01) are applicable for this procurement. c. Payment Terms: Net 14 for partial payments and Net 30 for final payments.d. Commencement of Contract: See Specification IEQ51IE5J - Section C - Paragraph C.1.2.e. Commencement of Prosecution of Work on Individual Task Orders: See Specification IEQ51IE5J - Section C - Paragraph C.4.1. to a. Multiple Award Construction Task Order Contract (MATOC) at Aberdeen Proving Ground, Maryland. All work shall be done in accordance with Specification No. IEQ51IE5J listed in Section C of the Solicitation/Contract.b. Applicable Wage Determinations: SCA 2005-2247 (Rev 3) 5/29/2007DB MD070003 2/09/2007DB MD070039 5/18/2007DB MD070041 2/09/2007DB MD070042 5/18/2007DB MD070054 6/15/2007 c. Payment Terms: Net 14 for partial payments and Net 30 for final payments.d. Commencement of Contract: See Specification IEQ51IE5J - Section C - Paragraph C.1.2.e. Commencement of Prosecution of Work on Individual Task Orders: See Specification IEQ51IE5J - Section C - Paragraph C.4.1. .

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SECTION C

**DEPARTMENT OF THE ARMY
U.S.ARMY GARRISON, ABERDEEN PROVING GROUND
ABERDEEN PROVING GROUND, MARYLAND 21005-5001**

30 JUNE 2006

**SPECIFICATION FOR POSTWIDE CONSTRUCTION
MULTIPLE AWARD TASK CONTRACT (MATOC)
SPECIFICATION NO. IEQ51IE5J**

**SPECIFICATION FOR POST WIDE CONSTRUCTION
MULTIPLE AWARD TASK ORDER CONTRACT (MATOC)
SPECIFICATION NO.: IEQ51IE5J**

C.1 SCOPE OF WORK: The contractor, as an independent agent and not as an agent of the Government, shall provide all services, materials and supplies, and perform all labor necessary for performing one-time unscheduled construction work in the Aberdeen and Edgewood Areas of Aberdeen Proving Ground (APG), Harford County, Maryland in accordance with the specifications herein and within the terms of the contract.

C.1.2 Start-up Period: Upon receipt of contract award, the contractor shall as soon as practicable, commence any familiarization activities prior to actual work on individual task orders. However, within (30) calendar days after receipt of contract award, the contractor shall be fully operational and capable of immediately starting work on any assigned task order.

C.1.3 Place of Performance:

C.1.3.1 General Location: The work called for herein shall be performed throughout the U.S. Army Aberdeen Proving Ground, Harford County, Maryland. The areas are as follows:

Aberdeen Area
Edgewood Area
Churchville Test Course
Van Bibber Water Treatment Plant
Hopkins Reservoir

C.1.3.2 Structure Conditions: The types of structures, age and use are widely varied and range from temporary wood framed barracks, three story metal framed office buildings to large masonry industrial process buildings from pre-World War I to facilities presently under construction.

C.1.4 Workday:

C.1.4.1 Daily: Unless otherwise specified, the normal working hours on APG for most Government employees are based on 80 hours, biweekly cycle as follows:

First Week	Monday through Thursday	0700-1700 HRS
	Friday	0700-1600 HRS
Second Week	Monday through Thursday	0700-1700 HRS
	Friday	Scheduled Day Off (SDO)

Prior to performing work during hours other than those specified, the contractor shall obtain the permission of the Contracting Officer or his authorized representative. The contractor will be allowed to work on the SDO as long as it is outside work or coordination was made with the Contracting Officer's Representative (COR) for access to inside the building. Normally, requests for permission to work during hours other than those specified shall be submitted no less than 24 hours prior to the time the contractor desires to perform such work.

C.1.4.2 Holidays: The Contractor shall not normally be expected to work during Federal holidays. Every effort will be made by the COR to have the work sites available on holidays if the contractor desires to work. Contractor shall submit request by e-mail, (3) working days in advance prior to working on a holiday. Proposals shall not include overtime for holidays unless specifically negotiated to expedite work.

C.1.4.3 Typical Projects: Types of work included under this type of contract are real property maintenance, alteration, renovation, new construction and repair projects; base utility maintenance and repair projects; environmental related services such as asbestos abatement, lead paint abatement, industrial hygienist's services, soil and gas laboratory analysis, UXO testing and monitoring, etc; that is incidental to performing task orders. Some projects will require certification by a professional engineer. Examples of such projects include, but are not limited to, fire sprinkler systems, sediment and erosion and storm water management plans, analysis of existing facility structures, pre-engineered buildings, etc. If certification is required, the Government will specify the requirement in the Task Order Request for Proposal (RFP).

C.1.4.4 Permits and Licenses: Contractor shall submit all approved common permits and licenses either at the beginning of the contract or in advance of the need for the required permit unless that license or permit expires. If federal, state, local Government or Industrial Regulations require updating or renewal of said permits or licenses the contractor shall update them as required. Contractor shall submit copy of pre-approved permit and licenses if specifically requested in the RFP. Contractor is responsible for keeping requirements updated for permits and licenses. Any fine and penalties imposed by federal, state, local or industrial regulators shall be the sole responsibility of the Contractor.

C.2 GENERAL ORDERING PROCEDURES FOR TASK ORDERS:

C.2.1 Site Visits: The Contracting Officer shall inform all contactors electronically of the place, date, and time for the site visit for low price and best value task orders. Emergency site visits will be conducted in the most efficient manner to ensure

quickest response. The Contracting Officer will follow up the site visit with a Request for Proposal (RFP) with a Scope of Work (SOW) to all interested parties. Contractor attendance at site visit is considered vital to preparation of competitive and cost effective offers, and to understanding the total requirements desired by the Government. Failure to attend site visits may not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through, or other pre-award task order costs. The site visit notice or RFP will specify task order award type (Low Bid Award or Best Value Award) and any other special requirements.

C.2.1.1 Site Visit Notes: The contractor shall not work from verbal information and from observations made during the site visit. Information will be provided in writing to all Offerors.

C.2.1.2 All tasks will include specific instructions and details regarding the work required. These instructions and details may include, but will not be limited to, such items as work request number and title of project; building number if applicable; work to be performed; location of the work to be performed; list of required submittals; and technical points of contact.

C.2.2 Request for Proposals (RFP): When the Government requires work under the Multi Award Task Order Contract (MATOC), an RFP will be issued. **See Sample Government RFP and Sample Government Scope of Work contained in Section C – Attachment A.**

C.2.3 Task Order Proposal: The contractor shall prepare a detailed task order proposal in accordance with the **Sample Contractor Proposal Cover Sheet in Section C – Attachment A and prepare a cost proposal electronically using “PULSAR” Cost Estimating System.**

Reference paragraph C.2.4. for instructions in using PULSAR. In response to an RFP, the contractor shall electronically submit (via email) a written cost proposal to the Contracting Officer. Partially submitted or late submitted proposals may not be accepted for competition.

C.2.3.1 RFP Sketches, Layouts and Design Drawings: If requested by the Government's RFP, the contractor shall prepare and submit sketches and layouts of the work for construction with sufficient detail for interpretation by the Government. Provide sizes, dimensions, routing, and layouts for architectural, civil, mechanical, and electrical work. Any sketches, layouts or design drawings submitted in response to the Government's RFP may be submitted in any format the contractor deems appropriate. Please note that if the contractor's offer is selected for award all sketches, layouts or design drawings and as-built drawings shall be provided by the contractor to the Government in Micro Station SE /V7 (DGN format) in order to be compatible with APG CADD standards and the GIS mapping system.

C.2.3.2 Scope of Work Clarifications: For Best Value Task Order (BVTO) RFPs, the contractor shall prepare and furnish a scope of work clarification if required, which shall include all items necessary for the proper execution and completion of the required work. Do not submit a scope of work clarification For Low Price Task Order (LPTO) proposals. If there are questions on the LPTO scope of work prepared by the Government, the Contractor shall submit his questions in writing to the Contracting Officer not later than (3) working days before bids are due. The Contracting Officer shall then provide written answers to all questions via email prior to the date and time proposals are due. Clarification of the scope of work submitted with your proposal on a LPTO constitutes a deviation in the scope of work and the proposal will not be considered for award.

C.2.4 Cost Proposal Format:

C.2.4.1 All cost proposals shall be prepared electronically using “PULSAR” Cost Estimating Software. Pulsar is a product of Estimating Systems, Inc., P.O. Box 1301, Forestdale, MA 02644. Estimating Systems can be contacted by telephone at 1-800-967-8572, by E-mail at esipulsar@adelphia.net, or at their Internet web site: <http://www.estimateingsystems.com>.

C.2.4.2 PULSAR is updated annually using RSMMeans Facilities Construction Cost Data. The Contractor shall use the latest version of the PULSAR program. The date of the Request for Proposal (RFP) will determine the year of the PULSAR program that shall be used for the proposal. The software version year will run from February 1 through January 31.

C.2.4.3 At a minimum, proposals shall be submitted to the Contracting Officer by E-mail. Contractors may also provide extra copies of proposals and drawings on Floppy Disk, or Compact Disk. It is the Contracting Officer's discretion to accept electronically scanned copy of a PULSAR proposal in lieu of the original PULSAR electronic file (estimate.zip).

C.2.4.4 Once the PULSAR program is opened you must set up the initial parameters. Go to Utilities, System Defaults, Default Selections, Check “SUBCONTRACTED”, and Lines per Page = “90”. Leave all other fields at their default setting.

C.2.4.5 FILE NAME CONVENTION

C = Contractor (All Contractor proposals will begin with C)
A = Contractor # 1 (B = Contractor #2, etc., to be determined by the Contracting Officer).
X = any unique alphanumeric character sequence such as 05-012.
V = Version number (This would be for revised proposals).
Title = Abbreviation information such as Building Number (i.e. 4304, E5126, etc.).
Mod # = Modification Number (Not applicable for the original Task Order proposal).

C.2.4.6 There are (20) possible characters in the Estimate Name.

C.2.4.7 The following “Estimate Header Information” convention shall be followed:

C.2.4.7.1 Description = Contract Number, Task Order Number and Work Request Number.

(i.e. DABJ05-03-D-0001, TO 0025, WRASQ-Y025-4J). Task Order number is only applicable to modifications).

C.2.4.7.2 Project Name = Brief Description of the project including Building Number or Area.

C.2.4.7.3 Location = "Aberdeen Area" or "Edgewood Area" as appropriate.

C.2.4.7.4 Architect/Engineer = "The Name of Your Company"

C.2.4.7.5 Owner = Government organization that is for i.e. ATC, ARL, DIO, etc.

C.2.4.7.6 Quantities By and Entered By = Use this at your option.

C.2.4.7.7 Estimate Type = "MATOC"

C.2.4.8 Set the CCI Report Options as follows:

C.2.4.8.1 Reporting Level = "DETAILED ALL FIELDS"

C.2.4.8.2 City Cost Index = "MARYLAND, BALTIMORE"

C.2.4.8.3 City Cost Index Adjustment Options = "TOTAL"

C.2.4.9 Check the "BURDENED" box. This means each offeror's proposed Pulsar estimate, as adjusted by the coefficient factor, will already include contractor overhead, G&A, and profit. In other words, the proposed estimate is already fully loaded. Also, in paragraph B.3 in addition to the contingency rate the solicitation requires that you provide various burden rates to be applied to include material, labor, equipment, and subcontract. Contractor can apply whatever rates (one or more) he/she feels is necessary to cover any element that is not covered by the burdened estimate. Since the estimates will be fully burdened, the above referenced rates will only be applied to the burdened Pulsar estimate as the contractor feels is appropriate. If the contractor chooses to apply any of these additional rates, the contractor is bound to use the rates proposed for each rate element at time of contract award. These rates will remain fixed during the contract period and shall not change. Contractor's proposed coefficient rate shall be applied to every estimate prepared for every task order proposal and is also fixed during the contract period. Rates proposed also apply to task order modifications.

C.2.4.9.1 Sales Tax = 5%

C.2.4.9.2 Material = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.3 Labor = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.4 Equipment = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.5 Coefficient = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.6 Subcontract = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.9.7 Bond = 0%

C.2.4.9.8 Contingency = Contractor Proposed percentage rate. Contractor to Complete Table in Section B Notes.

C.2.4.10 The Contractor shall indicate the proposed amount in percent to be charged for Material, Labor, Equipment, Coefficient, Subcontract and Contingency.

C.2.4.11 To send PULSAR estimates by E-mail, two steps have to occur.

C.2.4.11.1 BACKUP THE ESTIMATE:

C.2.4.11.2 Back-up the proposal using the following commands:

- From the Main (first) PULSAR Menu Screen, select UTILITIES
- BACKUP/RESTORE
- Select BACKUP
- "Backup to Folder": Select A: \ (floppy drive), or C: \ (hard drive)
- Check box "Estimates Backup from Folder"
- Click on "Load from (where you store your estimates)"
- Click on the estimate you want to send
- Click on "BACKUP"
- PULSAR will save the estimate as "ESTIMATE.ZIP"
- Screen message "Backup to estimate.zip Done"
- Click "OK"

C.2.4.11.3 RENAME THE ESTIMATE: The APG E-mail will not allow “zipped” files such as “ESTIMATE.ZIP” to be sent to Government computers. Therefore the “ESTIMATE.ZIP” files must be renamed to “ESTIMATE.ZZZ”. To do this:

- Go to where you backed up the estimate
- Right Click on “ESTIMATE.ZIP”
- Click “RENAME”
- Click in the highlighted box
- Type “ESTIMATE.ZZZ”

C.2.4.12 To open a PULSAR estimate that you have received by E-mail, you must perform the following two steps:

C.2.4.12.1 RENAME THE ESTIMATE.

- Right Click in “ESTIMATE.ZZZ”
- Click “RENAME”
- Click in the highlighted box
- Type “ESTIMATE.ZIP”

C.2.4.12.2 RESTORE THE ESTIMATE.

- From the Main (first) PULSAR Menu Screen select UTILITIES
- BACKUP/RESTORE
- Select “RESTORE”
- “Restore from Folder”: Select the folder that has the ESTIMATE.ZIP file
- Check box “Estimates Restore to Folder” (where you store your estimates on your hard drive)
- Click on “Load from (Select the drive where “ESTIMATE.ZIP” is located
- Click on the estimate you want to restore
- Click on “RESTORE”
- Screen message: “Restore from Estimate.zip Done”
- Click “OK”

C.2.5 Construction Schedule: The contractor shall prepare a construction schedule for each task order with sufficient detail to enable an accurate understanding of the sequence of work and a time delineation of each work task. The schedule shall be submitted to the COR at the pre-construction meeting. Schedules are required on all task orders and shall be completed by using P.E.R.T., Network, Gant, or any other similar critical path method software. This schedule will be used as the basis to determine if the contractor has made appropriate progress toward meeting the completion date. Contractor shall provide an updated schedule within (7) working days of any modification adding or changing work on the task order. Failure of the contractor to meet any milestone in the critical path will be considered performance that endangers completion under the task order and may affect the contractor’s ability to receive future task order work.

C.2.6 Procedure For Providing Information Or Communications: In order to comply with the Government’s policy on paperless acquisitions, the contractor shall be required to submit all information related to the contract via an email, internet or other electronic means such as CD’s, diskettes or current technology. As a minimum, the contractor shall have an email account able to accept files that are up to 3 MEGS in size. The contractor shall use a combination of the following format on the subject line for all e-mails to the Government: contract number, work request number, task order number, and building number. Information contained within e-mail subject lines shall pertain to one subject matter only.

C.2.7 Completed Plans and Estimate Package: The contractor shall prepare an RFP cover sheet per the sample listed in Attachment A of this solicitation and shall submit the cover sheet with all completed plans and work estimates to Contracting Officer within the timeframe stated on the RFP.

C.2.8 Proposal Review: Upon receipt of the contractor's proposal, the Government will review the task order proposal for completeness and within twenty-one (21) calendar days, the Government will accept or reject contractor’s proposal for further consideration. Government will notify the contractor by e-mail or letter if the proposal is rejected stating the reason for rejection. Once the Government rejects the proposal, then contractor is barred from further competition on that particular task order.

C.2.9 Withdrawal of Request for Task Order Proposal: Prior to issuance of any task order, the Government reserves the right to withdraw the request for task order proposal. All costs associated with the preparation of the task order proposal are to be borne by the contractor.

C.2.10 Competition: It is anticipated that most, if not all, of the task orders will be awarded based on competition. It is expected that MATOC contactors shall submit proposals for all RFP’s issued. However, if a contractor is unable to propose on any particular Task Order then he/she shall notify the Contracting Officer in writing. Failure to provide a proposal will not be counted against the contractor during past performance reviews so long as the contractor provides a written notification by the proposal due date specified in the RFP. If the contractor fails to provide a written explanation by the proposal due date, the contractor’s failure to respond will be considered during past performance evaluations.

C.2.11 Task Orders:

C.2.11.1 The delivery schedule for each task order is firm. Liquidated Damages, as defined in FAR 52.211-12 I will apply to each task order. Also see C.2.5.

C.2.11.2 Only the task order with the Contracting Officer's signature and date shall constitute an order to perform the work. The Facilities Engineering Work Request/order will NOT be construed as an order to the contractor.

C.2.11.3 The Contracting Officer will issue task orders on a firm-fixed-priced basis. Task orders will NOT be issued on a "Time & Material" basis.

C.3 TYPES OF TASK ORDERS:

C.3.1 Competitive Task Order: This type of order will be awarded based on competition. Task orders awarded on a competitive basis will involve competition between all contractors.

C.3.1.1 Low Price Task Orders: (LPTO):

C.3.1.1.1 RFP will include detailed information concerning final task order requirements. Typical items that may be included with the RFP (if applicable) is the statement of work, construction specifications, design drawings, sketches, attachments, environmental requirements, and any other special requirements needed for the task order (i.e. overtime and scheduling requirements, special product requirements, etc).

C.3.1.1.2 The contractor shall electronically submit a detailed task order proposal as described in Paragraph C.2.3 plus any specific data or analysis requested in the task order RFP.

C.3.1.1.3 The Government will review MATOC contractor's proposals for completeness as described in paragraph C.2.4.

C.3.1.1.4 Task Order Award: Award may be made without discussions to the lowest price from all accepted proposals. Awarded task orders will be firm-fixed price with specific completion dates.

C.3.1.2 Best Value Task Order (BVTO):

C.3.1.2.1 During initial project site visit, the Government will brief contractors on task order design (if required) and any other construction requirements. RFP will include a brief statement of work along with all applicable design criteria, engineering calculations and analysis requirements, submittal requirements, environmental requirements, scheduling requirements, etc. RFP will also describe the evaluation criteria to be utilized in evaluating best value task order proposal. Evaluation criteria listed on RFPs are listed in descending order of importance: For example the following criteria or any other set of criteria could be used to evaluate BVTO proposals:

- a. Technical Approach: The contractor shall demonstrate technical ability through value engineering, proposal design narrative, and manufacturer's equipment being proposed. The contractor shall describe in detail how he will accomplish the project. He shall submit manufacturer's information on selected materials for the project.
- b. Price.
- c. Schedule: The contractor shall provide a CPM schedule to include design and construction. Indicate major milestone on the schedule i.e. foundation and slab installed under roof, etc.

C.3.1.2.2 In response to the task order RFP requirements, the contractor may have to submit (if applicable) concept design drawings, detail construction scope of work, specifications, engineering analysis, material data sheets, design, construction schedule, safety and environmental permits requirements and detailed task order proposal as describe in Paragraph C.2.3.

C.3.1.2.2.1 Concept Design: Concept design drawing is a design drawing, sufficient in detail to explain concept of the proposed construction project (i.e. building layouts, equipment locations, utility locations, doors, windows, etc.) Concept designs submitted in response to request for proposals, which are not selected for award negotiations, are not considered incomplete proposals. The Government will not directly reimburse the contractor for preparation of concept design not selected for award. However, Contractors shall include detailed cost information in their pricing proposal for engineering services, which will be required to complete the task order in the event the Government accepts the contractor's proposal for award.

C.3.1.2.2.2 Bill of Material: Contractor shall list all major material items as defined in the individual task RFP in detail (i.e. type of material, manufacturer information, model number, grade of material, size of material etc.) For examples:

- a. Ton, ABC Company, Roof top, DX HVAC Unit model # 1111.
- b. 3'x5', ABC Company, Three panels, insulated window.
- c. 16 Gauge, Commercial grade, stains resistance carpet.
- d. 5/8", 1 ½ hour fire rated Gypsum wallboard.
- e. 2x4, load bearing, wood studs.
- f. Energy Efficient, COE standard detail 40-06-04, Type 216, 4 Lamp, fluorescent Lighting.
- g. 200 AMP, 16 Breaker, Commercial electrical panel.

C.3.1.2.3 The Contracting Officer and/or the Project Manager will review each proposal for completeness as described in paragraph C.2.4. The Government PM and/or technical team will evaluate proposals. As specified by the RFP, the Government will evaluate proposals for such factors as price, design, engineering, quality, scheduling, past performance or any other evaluation criteria deemed appropriate for particular task orders. The Government may request further information from the contractors or request a one-on-one meeting for proposal negotiations. Depending on the size, type, and complexity of particular task order, the Government may then request a final proposal revision from each contractor. Request

for final proposal revision will be sent by the Contracting Officer via e-mail and/or by official letter.

C.3.1.2.3.1 In accordance with paragraph C.2.3, the contractor shall submit final proposal revision within the time frame specified by the request for final revision.

C.3.1.2.3.2 The Contracting Officer and/or the Project Manager will review each final revision proposal for completeness as described in paragraph C.2.4.

C.3.1.2.3.3 The Contracting Officer, in making the decisions on the award of the BVTO, will consider evaluation factors specified in each RFP. The Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered.

C.3.1.2.4 Task Order Award: Award may be made without discussions to the offeror who submits an acceptable proposal that is the most advantageous to the Government. The awarded task order will be firm-fixed priced with a specific completion date.

C.3.2 Non-Competitive Task Order: These types of orders shall be issued on either a sole source or a limited basis.

C.3.2.1 A task may be "directed" to a specific vendor(s) if it is justified in writing to the Contracting Officer by the requiring activity. Vendors other than the "directed" vendor(s) will not be given an opportunity to compete for task orders when the Contracting Officer has determined the following:

C.3.2.1.1 The agency need is so urgent that providing fair opportunity to all awardees would result in unacceptable delays. Conditions involving imminent danger to life, limb, or infrastructure are examples of unacceptable delays that would warrant non-competitive orders.

C.3.2.1.2 Only one contractor is capable of providing the supplies or services at the level of quality required because the supplies or services are unique or highly specialized.

C.3.2.1.3 The delivery or task order is a logical follow-on to a previously issued order, provided all awardees were provided a fair opportunity to be considered for the original order.

C.3.2.1.4 An order is placed with a contractor to satisfy a minimum guarantee. Each of the multiple awardees will receive sufficient tasks to satisfy their minimum guaranteed amount and to provide a baseline of performance data.

C.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK ON TASK ORDERS:

C.4.1 General: The contractor shall commence work within the time specified on the task order, request and hold a pre-construction meeting with the COR within (10) calendar days after the Contracting Officer has issued a signed task order and then complete the entire work not later than the completion date specified on the task order. The time stated for completion shall include final cleanup of the premises.

C.4.2 Work Completion Package: Reference section C.9 for more information.

C.4.3 Final Inspection: Reference section C.9 for more information.

C.4.4 Scheduling Work: Reference section C.9 for more information.

C.4.4.1 Contractor shall include sufficient time in his proposal for Government review and approval of all submittals. Government will review and approve each required submittal within (21) calendar days. The contractor shall submit all submittals for review and approval within (10) calendar days after the Contracting Officer issues an order, unless an exception is granted in writing by the Contracting Officer.

C.4.5 Status of Task Orders: The contractor shall provide a written summary report of the current status on all task orders that have been issued to the contractor in a contract period. Separate status reports will be prepared for the Base Year and each option period. If ten orders are issued during the Base Year then the Base Year report will include information on tasks orders one through ten including all information pertaining to change order modifications made to these same orders. The report shall be submitted to the Army Contracting Agency (ACA), APG Directorate of Contracting, Chief of Facilities Branch, with a carbon copy to the Contracting Officer/Contract Specialist on Monday of each week and shall include as a minimum, task order number, work request number, building location, task order description, task order amount, modification amount, total task order amount, Government project manager, COR, Contract Specialist, date issued, date completed, pre-construction date, scheduled start and finish dates, actual start and finish dates, percent complete, and remarks. Verbal status shall be provided to the Government upon request.

C.4.6 Security/Worksite Appearance: The contractor shall provide adequate protection for all parts of the building wherever work under this contract is performed. Adequate protection will be determined by the security regulation that applies to the function of the facility at the time the work will be performed. Contractor shall maintain work site to be reasonably neat in appearance. This shall be done by daily cleanups of dust, construction debris, etc. at the end of the workday.

C.4.7 Office Space and Shop/Storage: The Government will NOT provide office space in any of the areas as listed in section C.1.3.1, of Aberdeen Proving Ground (APG) for this contract. Materials and Equipment can be stored at the job site if space is directly available at the job site. If space is not available, the contractor is responsible for finding alternate storage space off post. The contractor is responsible for all costs associated with locating and set-up of office, shop, and storage space for housing personnel, office supplies, material and equipment directly related to this contract. The contractor's OFF-POST facilities shall be within a 20-mile radius of APG.

C.4.8 Vehicles: The contractor shall furnish vehicle(s) of sufficient capacity and all associated support to include fuel and maintenance required to transport contractor personnel, tools, small equipment, and other items required to perform work under this contract. Contractor's vehicles shall be subject to all APG vehicle laws, regulations and requirements.

C.4.9 Utilities/Telephone Service: Unless otherwise specified, the Government will provide free of charge only those utilities that are immediately available from existing outlets and supplies and then only to the extent that the usage is confined to the job site. The contractor shall provide telephone service that may be necessary for the execution of this contract.

C.4.10 Utilities Outages: All utility service outages shall be at the convenience of the Government and unless otherwise specified in the task assignments, and will normally be scheduled during off-duty hours or weekends. All proposed utility outages require approval of the COR and requests for outages shall be submitted in writing and submitted electronically. Requests shall be submitted to the COR a minimum of (21) calendar days in advance. Work on high voltage primary lines shall be accomplished while lines are de-energized and grounds are in place. If due to extenuating circumstances, this is not practical, permission may be requested through the COR, in writing to allow work while energized or hot. If permission is granted to work on energized lines, the contractor shall be subject to all OSHA requirements for equipment and worker protection.

C.4.11 Environmental Protection: See attachment "B".

C.4.12 Dispose Of Waste Oil: Generators of waste oil must certify, in writing, that the waste oil contains no other materials, i.e.: waste solvents, PCB's, anti-freeze, etc., before it will be collected by Buildings, Grounds and Utilities Division of the Directorate of Public Works. Contaminated oils will be disposed of in accordance with Aberdeen Proving Ground Regulation (APGR) 200-60, Environmental Quality, Hazardous Waste Management.

C.4.13 Asbestos and Lead Paint Removal Work: As required by individual task orders, the contractor shall perform asbestos and/or lead paint removal and disposal operations in compliance with all latest federal, state, and local laws, regulations, standards, and codes, governing asbestos and lead paint removal and disposal.

C.4.13.1 Task Order Asbestos and Lead Abatement Plan of Action: The contractor shall submit a detailed task order plan for Asbestos and Lead Abatement when the scope of work calls for this type of work. The plan shall show the sequence of marking, removal, packing and transporting of these materials to the on post site referenced in paragraph C.4.13.4, the interface of trades, and the methods of removal to be used to ensure the safety of the workers and building occupants. The Government shall approve each plan, prior to the contractor's commencement of asbestos or lead related work. These task order plans shall be delivered to the COR within (30) calendar days of task order award.

C.4.13.2 Contractor Responsibility: The contractor shall assume full responsibility and liability for compliance with OSHA Title 29, part 1910, Section 20 and Title 29, Part 1910 Section 1025 pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor shall hold the other parties harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.

C.4.13.3 Replacement Materials: Materials which replace removed materials containing Asbestos and/or lead shall be asbestos and lead-free, and match the quality of the replaced material and/or shall be as directed by the Contracting Officer.

C.4.13.4 Execution: The contractor shall notify the Government Ninety-Six (96) hours prior to removal of Asbestos and/or lead contaminated construction debris. The contractor shall pack all debris in such a way that no debris may escape. Each package of debris shall be labeled with the following: D008, HAZARDOUS ASBESTOS or LEAD WASTE, building number, date of removal, hazardous waste tracking number. The contractor shall arrange to transport the hazardous waste debris to the Temporary Satellite Site (TSS) in the Aberdeen Area or directly to the Treatment Storage and Disposal Facility (TSDF) in Edgewood. The contractor shall coordinate with the Directorate of Public Works (DPW) to obtain a container bar-code inventory number prior to transporting to the TSS or TSDF. Without a bar-code inventory number the material will not be accepted. For hazardous waste debris, the contractor shall use an EPA label 1009. The TSS site manager and Government generator will be identified during the pre-construction conference and turn-in procedures discussed prior to the start of work. Contractor compliance of APGR 200-60 is mandatory.

C.4.13.5 Building Protection: The contractor shall protect the building from damage caused by removal and transporting of material by providing temporary partitions tightly sealed to allow continued building occupancy.

C.4.13.6 The contractor shall establish and maintain emergency exits from and through the areas outside the abatement work area, as required by applicable building codes.

C.4.13.7 Re-Establishment of Objects and Systems: The contractor shall repair all damage to existing floors, walls, ceilings, and other surfaces and equipment caused by work or the installation of barricades, enclosures, separations, etc. The contractor shall replace designated asbestos and/or lead containing materials with asbestos and/or lead-free materials as directed, re-establish mechanical and electrical systems to proper working order and install new filters and dispose of used filters as contaminated waste.

C.5 MATERIALS:

C.5.1 Materials: The contractor shall furnish materials required for the performance of the contract. All materials shall be new and in compliance with construction industry standards including the National Electric Code, National Fire Code and Building Owner's Official and Code Administrator's (BOCA) Standards and the Government's specifications, Energy Efficient and preferred Paints according to APG paint policy (if provided or referenced) in the Statement of Work furnished with a task order RFP. Security for materials used in the performance of the contract is the sole responsibility of the contractor.

C.5.1.1 Non-Use of Asbestos: No asbestos shall be furnished nor installed under this contract. Appliances, equipment, components, compounds, and other items which utilize gaskets, seals, insulation, filler reinforcement, whether factory fabricated or field fabricated shall be accompanied by formal literature or specific statement from the manufacturer/supplier that no asbestos has been incorporated into this product.

C.5.2 Shop Drawings, Coordination Drawings, and Schedules:

C.5.2.1 The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications/scope of work or requested by the Contracting Officer as follows:

C.5.2.1.1 Shop drawings shall include fabrication, erection and setting drawings, schedule drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data to explain in detail specific portions of the work required in the contract.

C.5.2.1.2 Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to the Contractor who shall then furnish the number of additional prints as the Contractor may desire or need for his use or use by subcontractors.

C.5.2.1.3 Before submitting shop drawings, the Contractor shall coordinate them (by means of coordination drawings and schedules wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

C.5.2.1.4 Each shop drawing or coordination drawing shall have a blank area 5 by 5 inches, located adjacent to the title block. The title block shall display the following:

- Number and title of drawing
- Date of drawing or revision
- Name of project building or facility
- Name of Contractor and (if appropriate) name of subcontractor submitting drawing
- Clear identity of contents and location of work
- Project title and contract number

C.5.2.1.5 Unless otherwise provided in this contract or task order scope of work, or otherwise directed by the Contracting Officer, shop drawings, coordination drawings and schedules shall be submitted to the COR, with a transmittal letter in triplicate, sufficiently in advance of construction requirements to permit no less than (21) calendar days for the Government to check and take appropriate action.

C.5.2.1.6 If drawings or schedules show variation from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Contracting Officer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variation he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings or schedules may have been approved.

C.5.3 Samples:

C.5.3.1 After the award of the contract, the Contractor shall furnish for approval by the Government samples required by the specifications or by the Contracting Officer. Samples shall be delivered to the COR as specified by task order scopes of work. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Contracting Officer.

C.5.3.2 Each sample shall have a label indicating:

- Name of the building or facility, project title and contract number
- Name of Contractor and, if appropriate, name of subcontractor
- Identification of material or equipment with specification requirement
- Place of origin
- Name of producer and brand (if any)

C.5.3.3 The Contractor shall mail under separate cover a letter in triplicate submitting each shipment of samples and containing the information required in C.5.3.2 above. He shall enclose a copy of this letter with the shipment and send a copy to the COR on the project.

C.5.3.4 Samples of various materials or equipment delivered on the site or in place may be taken by the Government representative for testing as may be required in the contract. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found to have not met contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

C.5.3.5 Unless otherwise specified, when tests are required only one test of each sample proposed for use will be made at the expense of the Government. Samples, which do not meet specification requirement, will be rejected. The Government at the expense of the Contractor will make testing of additional samples.

C.5.4 Equipment: The contractor shall provide all equipment needed to perform tasks. All equipment shall be in compliance with OSHA

regulations. Additional time will not be allowed due to faulty equipment. Security for equipment used in the performance of the contract is the sole responsibility of the contractor.

C.6 CONTRACTOR STAFF:

C.6.1 The contractor shall be required to maintain an off-site staff to respond to the requirements set forth in this contract. No on-site location will be provided. The Contractor shall establish his staff at an off-site location in close proximity (within 20-mile radius) to the Directorate of Installation Operations.

C.6.2 The Contractor shall at a minimum, maintain a general onsite management staff to include at least a project manager, a quality control manager, and a site supervisor. This minimum staff shall be maintained during the life of the contract to respond to new task order requirements and management of awarded task orders. At the discretion of the Contractor, onsite staff may also include support staff for office administration and engineering services related to architectural, civil, structural, mechanical, electrical, drafting, CADD, and surveying disciplines. Support services may also be provided by the contractor on an as needed basis from outside firms as may be required by individual task orders. All staff provided under the contract shall have a minimum of five years experience in their related fields. Services of a Professional Registered Engineer shall also follow experience and certification requirements specified by the State of Maryland. For purposes of this contract, only resumes of proposed onsite staff need to be submitted with contractor's written proposal.

C.6.3 The contractor shall furnish fully qualified managerial, administrative, and technical personnel to accomplish all work required under the contract. The contractor agrees to assign key personnel and subcontractors whose resumes were submitted with his or her proposal who are necessary to fulfill the requirements of the RFP. No substitutions shall be made except in accordance with this paragraph. All proposed substitutions shall be submitted in writing (14) calendar days in advance of the proposed substitutions to the Contracting Officer. All requests for substitutions shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting officer as needed by him or her to approve or disapprove the proposed substitution. All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person or subcontractor to be replaced. The contracting officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof. The contractor further agrees to include the substance of this clause in any subcontract which he awards under this contract. Should the contractor fail to provide a suitable substitute as determined by the contracting officer, this contract may be terminated for default. Prior to contract performance, the contractor shall submit a list of all key employees to the COR and the Contracting Officer.

C.6.4 The Contractor shall submit an organizational chart with the contractor's proposed Quality Control Plan. The organizational chart shall specify the name, specialty and phone number of each person proposed to perform under this contract. No task orders shall be issued prior to receipt of the Contractor's organizational chart.

C.6.5 The contractor shall provide a letter of authorization within (10) calendar days of contract award to the Contracting Officer which designates individuals that are authorized by your firm to hold discussions, negotiate and sign binding agreements with the Government during the entire length of the contract. This letter shall be updated as employee status changes.

C.7 GENERAL CONDITIONS:

C.7.1 Access to Job-Sites in Security Areas: For job-sites at Aberdeen Proving Ground in security areas, contractors/contractor employees entering these areas shall, at a minimum, have a photographic security badge or be escorted by a person having such badge. A non-Government person with a security badge may escort up to four persons (**except foreign nationals**) without a photographic security badge, provided all remain together and within sight of the escort. The contractor shall submit applications for his employees after award of contract. Forms may be obtained from the Administrative Office in Building 4304. Badge applications require approximately six (6) weeks for processing after receipt of applications. Certain areas are more restrictive than outlined above. All personnel and equipment entering these areas shall be subject to applicable local and federal regulations.

C.7.1.1 Contractors/Contractor employees who will require unescorted access to a security area of Aberdeen Proving Ground (APG), Maryland, as defined by APG Regulation 190-4, Movement Control Within The Installation, while performing contractual work and/or to dispose of waste material at the disposal/salvage area(s), shall be required to present and display Government-issued security area identification badges in order to gain and exercise unescorted entry into the security area(s).

C.7.1.2 The contractor shall submit to the COR, for each employee requiring said access, a completed:

- (1) EAP Form 1199, Application for Identification Card, for a security badge. The contractor shall verify U.S. citizenship, and status annotated in the "Remarks" section.
- (2) FD Form 258, Applicant Fingerprint Card, unless proof of possession of a Personal Security Clearance or completion of a favorable National Agency Check (NAC) is given.

C.7.1.3 Contractor shall advise employees that this information will be used to review criminal history records. Adverse information may result in an individual being denied security area access.

C.7.1.4 Contractor personnel authorized access to a security area will be issued photographic or non-photographic security area badges as required. Upon termination of the contract or the individual's employment, whichever is first, the contractor shall collect badges and effect turn-in to the issuing officer.

C.7.1.5 Foreign Nationals/Immigrant Aliens may only work on APG when escorted by personnel having a current APG ID and they are pre-approved by the Base security office. Base security will not issue permanent contractor identification badge to foreign Nationals/Immigrant Aliens. Foreign Nationals may not work in the high security areas of APG.

C.7.1.6 Caution: Contractor shall be responsible for delays in the progress/completion of this contract due to contractor employee's disqualification for security badges. Such delays will not be deemed excusable under the Default Clause and further may be subject to the Liquidated Damages provision of this contract, if applicable.

C.7.1.7 Contractor Identification (ID) Badges: Contractors/Contractor employees and subcontractors who will require unescorted access onto Aberdeen Proving Ground (APG), Maryland while performing contractual work, shall be required to present and display Government-issued Contractor Identification Badge in order to gain and exercise unescorted entry onto Aberdeen Proving Grounds. NOTE: This identification badge is required in addition to the photographic security badge. The photographic security badge cannot be used to gain entry onto Aberdeen Proving Ground.

C.7.1.8 The prime contractor shall identify in writing one individual who will be the point of contact (POC) for the coordination of security and contractor identification badges of his employees, sub-contractors or any one else needed to perform contractual work under this contract. Prior to any individual requesting security or contractor identification badges, the contractor's POC shall notify the Security Office, Building 4304 at (410) 306-1150 and the Construction Branch, Building 4304 at (410) 306-1161 by email the following information:

a. Prime Contractor Employee: Prime Contractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Prime Contractor's Email Address - Individuals Full Name.

b. Subcontractor Employees: Subcontractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Subcontractor's Email Address - Individuals Full Name.

C.7.1.9 The prime contractor shall ensure that all Government issued badges that were requested and issued are returned to the security office in Building 4304 at the completion of the contract. Failure to return any Government issued badges shall be reflected negatively in future past performance evaluations.

C.7.1.9.1 The prime contractor shall insure that individuals issued Photographic Security Badges and Contractor Identification Badges properly safeguard them. When an individual does not have his or her badge in their possession, the badge shall be secured, shall not be left unattended in vehicles, or left in the possession of a third party or displayed outside of the areas which they are to be used.

C.7.1.9.2 In case of a lost or misplaced badge the prime contractor shall notify the Security Office, Building 4304 at (410) 306 1150 and the Construction Branch, Building 4304 at (410) 306-1161 as soon as possible. The prime contractor is required to conduct visual inventories of assigned badges on a monthly basis to insure that the badges are accounted for and have not been lost or stolen.

C.7.2 As-Built Data:

C.7.2.1 Exterior Work – New Buildings, Utilities, Roads, etc. and any change to geospatial features.

C.7.2.1.1 Contractor shall provide as-built data when required in a task order. As-built data shall be compiled from field surveys performed by a Registered Professional Land Surveyor. This work shall be tied into the installation monument system on Universal Transverse Mercator (UTM) projection and WGS84 datum for horizontal locations. Vertical elevations will be on NAD 88 datum based on Aberdeen Proving Ground monuments. The as-built survey shall be shown on standard Director of Installation Operations (DIO) drawing sheets and signed by a Registered Professional Land Surveyor. Delivery of this data shall consist of one set of hard copy drawings and digital files consisting of Micro Station SE/V7 (.DGN) format. These files are to be delivered on 3-1/2 inch floppy discs or CD's.

C.7.2.1.2 Information contained on the as-builts shall consist of but not be limited to:

- Building footprints
- Paving (roads, parking lots, hardstands, pads, walks, etc.)
- Fencing
- Utilities (water, sewer, storm drainage, steam, electric, telephone, fiber optics, gas or fuel, etc., and associated appurtenances)
- Structures (bridges, testing facilities, etc.)
- Prominent physical features.
- Vegetation clearing
- Limits of disturbed areas
- Utility elevations (inverts)
- New trees larger than 2" caliper
- Permanent erosion and sediment control devices
- Permanent storm water management devices

C.7.2.1.3 The limits of the as-built plans shall be from the point in which new work ties into existing features and infrastructure to and including the building or structure footprint. The contractor shall locate and show on the As-Built a minimum of six existing features in the vicinity of the construction. Examples of these features could be existing building corners, utility poles, manholes or utility appurtenances.

C.7.2.1.4 The information that is depicted on the as-built drawings shall have UTM coordinate values associated with the features respective location. UTM value is required at the following points:

Corners of buildings

Point of tangent, point of curve, point of compound curve, point of reverse curve, on Linear features. Coordinate values and elevations shall be spaced no longer than 50' apart along Linear features.

Poles, transformer, manholes, valves, tees, hydrants, and any Other appurtenances associated with utilities.

C.7.2.2 Interior Work:

C.7.2.2.1 The contractor shall be furnished by the Government one set of full size prints of the building drawings along with a digital file in Micro station (DGN) format or CIT (raster format) if such drawings exist within the Government records. These files are to be used to aid the contractor in producing as-builts. If this data does not exist, it does not release the contractor from generating as-builts. The contractor shall furnish the Government the As-Built in Micro Station SE/V7 (DGN) format. Task Order RFPs will indicate if drawings and digital files are or are not available. Drawings shall include the areas where work has been performed. Indicating the existing conditions after the new work has been performed which includes removal of existing items and installation of new items. Drawings shall indicate the tie-in locations (connecting new items to existing).

C.7.2.2.2 The contractor shall maintain on site a copy of as-built drawings to include records showing any modifications or changes performed.

C.7.2.2.3 The changes noted on the hard copy shall be incorporated into the digital data. Both the hard copies and digital files shall be turned over to the COR when the completion package is submitted after acceptance by the Government of the work at the physical job location.

C.7.3 Excavation Clearances: Contractor shall obtain an Excavation Permit (EP) from the Construction Branch of DIO before starting any excavation work. The contractor shall initiate the permit process by filling out the "EXCAVATOR SECTION" of the EP, and submitting through the COR. Processing will normally require (10) working days. The contractor shall also obtain digging clearance through "MISS UTILITY" to check for the existence of private commercial utilities prior to any excavation.

C.7.3.1 All damage to identified utilities shall be the fiscal responsibility of the contractor, to include any peripheral loss imposed on the organizations/tenants of Aberdeen Proving Ground (e.g. damage to facilities, equipment, and loss of productivity due to loss of any utility). The COR or the Directorate of Safety, Health, and Environment (DSHE) have the authority to stop any excavation that is either unsafe or unauthorized.

C.7.3.2 Should the contractor encounter unidentified utility lines, all excavation work shall stop, and COR shall be notified immediately. Excavation work shall not be permitted until the utilities are properly identified, and the COR indicates to the contractor that he may continue the excavation.

C.7.3.3 Permits issued by APG shall be good for (30) calendar days from date of issuance. Contractor shall perform the work immediately after the utilities are "marked" and maintain the "markings" during construction to avoid the need to locate utilities a second time. Cost of re-marking the utilities and/or issuing a new permit for the same work shall be borne by the contractor at the cost of \$250.00 for time requested except in those instances when there is a Government caused delay that would prevent construction in the area that has been marked.

C.7.3.4 Utility Pole Permit: The contractor shall obtain a "Utility Pole Permit" (UPP) from the COR, DIO Control Office before starting any construction of electrical and telecommunications work, which may involve attaching lines, wires, cables, conduit, or other equipment to utility poles on Aberdeen Proving Ground. All utility pole attachments shall comply with APG regulations and the latest version of the National Electrical Safety Code (NECS) ANSI C2.

C.7.3.4.1 The contractor initiates the permit process by completing a utility pole permit form, and submitting it to the DIO Control Office. The permit process will normally require approximately (21) working days. This does not include or give permission for an electrical outage. Upon completion of utility pole work, the contractor shall ensure that all work has been completed in accordance with the approved utility pole permit and Aberdeen Proving Ground regulations. Permits issued by APG shall be good for (60) calendar days from date of issuance.

C.7.3.4.2 All damage to identify overhead utilities or utility poles shall be the fiscal responsibility of the contractor, to include any peripheral loss imposed on the organization/tenants of Aberdeen Proving Ground (e.g. damage to facilities, equipment, and loss of productivity due to loss of any utility). The COR or the Directorate of Safety, Health, and Environment (DSHE) have the authority to stop any utility pole work that is either unsafe or unauthorized.

C.7.4 Fire Prevention and Protection: The contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the APG Fire Prevention and Protection Division (FPPD) for the contractors use. The use of open flame devices, such as blow torches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment requires that a burning permit be obtained from the APG FPPD and DSHE. The contractor shall be liable for any fire damage to Government property attributable to negligence on the part of the contractor. Contractor may call the FPPD at (410) 306-0501 for on-site inspection, or report to Building 2200, Aberdeen Boulevard to receive specific fire instructions. In the Edgewood Area contractors shall call (410) 436-4451 or 4452, or visit Building E-5180.

C.7.5 Fuel Burning Equipment:

C.7.5.1 Any fuel burning equipment under this contract will be supplied with Reasonably Available Control Technology (RACT), which reduces emission of Nitrogen Oxides. Manufacturers offer low NOx burners as optional items on their equipment. These low NOx burners shall be selected and their price included in the contractor's bid.

C.7.5.2 As an alternative to RACT compliant burners the contractor may choose to meet an emission limit as follows:

NOx Emission Limits (24 Hour Average)

Fuel	Tangential-Fired (Lbs/MBtu)	Wall-Fired (Lbs/MBtu)	Cyclone (Lbs/MBtu)
Gas Only	0.02	0.2	Not Appl
Gas & Oil	0.25	0.25	0.43

C.7.6 Lyme Disease Warning: The contractor is responsible for ensuring that his or her personnel take all reasonable precautions to avoid contracting Lyme Disease, to include: using repellents, wearing personal protective clothing and avoiding the wear of abbreviated clothing such as shorts, cutoffs, short sleeve shirts, tee shirts and sandals in areas where tick borne diseases are endemic. Particular attention must be given to Lyme disease prevention when working in grassy and wooded areas on Aberdeen Proving Ground.

C.7.7 Maryland Department of Environment (MDE) Permits: Contractor shall supply to the COR all information required to obtain all necessary permits for construction and operation under Maryland law.

C.7.7.1 MDE Sediment and Erosion Control, Storm water and Nation Pollution Discharge Elimination System (NPDES) Permits: Contractor may be responsible for developing, preparing and completing all drawings, documents and permits applications required under the following guidelines: MDE 1994 Standard and Practices for Soil Erosion and Sediment Control, Maryland Storm Water Management Guidelines for State and Federal Projects Dated July 2001, 2000 Maryland Storm Water Design Manual, Volumes I and II, COMAR 26.17.02 and the Annotated Code of Maryland Title, 4, as described in the individual Task Order Scope of Work. The Contractor shall be responsible for any corrections or changes based on review by APG/DIO and MDE to obtain an approved plan by MDE at contractor's expense. All plans shall be certified and sealed with a stamp by a Professional Engineer, Professional Land Surveyor, and/or Registered Land Architect bearing state seal, license number and signature. Drawing will be prepared and delivered in Micro Station (.DGN) Digital Format plus 3 hard copies.

C.7.7.2 The permit application shall be prepared by the contractor and submitted to COR for review and the COR will forward the submittal to MDE. Contractor shall be notified of the MDE approval by COR. Contractor shall be responsible for ensuring that personnel working for the contractor have earned the "Responsible Person Certification" from the MDE.

C.7.7.3 It is the contractor's responsibility to provide equipment or systems suitable for construction and operation under MDE requirements.

C.7.7.4 All required permits from the State Historic Preservation Office (SHPO) shall be submitted through the COR.

C.7.7.5 The contractor shall comply with all provisions of the permit(s). Non-compliance shall result in the issuance of a written suspension of work notice signed by the Contracting Officer. Work shall not be allowed to resume until corrective actions have been taken.

C.7.7.6 For further information, see attachment "B," the applicable portions of paragraphs 6.0 and 16.0 entitled "POLLUTION PREVENTION" and "ENVIRONMENTAL PERMITS" respectively.

C.7.8 Range Briefings: If the work site is designated as one in a range area or in close proximity to a range area, the contractor will be briefed and provided with written instructions on range procedures prior to start of work (see APGR 385-1). This information will include safety requirements such as range clearance/control procedures, emergency procedures, and communication procedures. The contractor shall disseminate these procedures to all contract and sub-contract personnel. Work shall be scheduled and coordinated with the applicable organization.

C.7.9 Refrigerant Management: In line with federal environmental laws and regulations regarding the handling of chlorofluorocarbon and hydro chlorofluorocarbon refrigerants, the following shall apply:

C.7.9.1 The contractor shall not intentionally vent any refrigerants to the atmosphere.

C.7.9.2 When performing work requiring the opening of existing air conditioning or refrigeration system, the refrigerants shall be covered using EPA-approved recovery or recovery/recycle equipment and storage vessels.

C.7.9.3 On systems to be reused after completion of work, the contractor shall use new or reclaimed refrigerant. All current systems using CFC refrigerants shall, unless otherwise specified, be considered for modification to allow use of an alternative HCFC.

C.7.9.4 New or replacement air conditioning/refrigeration equipment shall be installed with specified HCFC refrigerants. No refrigerant shall be used having an Ozone Depletion Potential (ODP) equal to or greater than 0.05 (based on R-11, R-12, etc.)

C.7.9.5 See also attachment "B," Paragraphs 6.0 "POLLUTION PREVENTION" and Paragraphs 10.5 "SPECIFIC DISPOSAL METHODS".

C.7.10 Safety:

C.7.10.1 The contractor shall perform all operations in accordance with OSHA. In those instances where Army regulations are more stringent, the Army regulations shall apply. Applicable Army Safety Regulations include, but are not limited to: AR 385-10, The Army Safety Program; AMCR 385-100, Safety Manual; APGR 385-4, The APG Safety and Health Requirements Manual. Regulations are maintained in the Installation Safety Division (ISD) library, Building 4304 (Aberdeen Area) and Building E-4430 (Edgewood Area) and are available for review upon request.

C.7.10.2 Contractor shall appoint a safety representative/competent person in writing to the Contracting Officer to ensure compliance with safety regulations and to act as liaison between the contractor and ISD and the COR. ISD personnel shall be available for regulatory compliance advice on any particular safety problem that may arise during normal course of operation.

C.7.10.3 Before work under the contract is started, within the 30 calendar day start-up period, the contractor's safety representative shall report to the ISD, DSHS for familiarization with safety requirements. The safety representative shall maintain an accurate record of and shall report to the Installation Safety Division exposure data and accidents resulting in death, traumatic injury, occupational disease and/or damage to property, materials, supplies and equipment while performing any work under the contract.

C.7.10.4 The Contracting Officer shall notify the contractor of any non-compliance with the foregoing provision and action to be taken. The contractor shall, after receipt of such notices, immediately correct the conditions. Such notice, when delivered to the contractor or his representative at the site of work shall be deemed to be sufficient for this purpose. If the contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Time lost due to non-compliance of the above referenced safety requirements shall not be the subject of a claim for excess costs or damages by the contractor.

C.7.10.5 No confined space work shall be performed without appropriate monitoring and approval of an entry permit under provision of 29 CFR 1910.146 and APG Regulation 385-4.

C.7.11 Submittal Register and Progress Schedules: Contractor shall prepare a register of all items required to be submitted under the contract and/or individual task orders. Additionally, the contractor shall prepare a progress schedule in accordance with Contract Clause entitled "Schedule for Construction Contracts" (FAR 52.236-15). The progress schedule shall show the principal categories of work corresponding with those used in the breakdown on which progress payments are based; the order in which the Contractor proposes to carry on the work, the date on which he will start each of the categories of work, and the contemplated dates for completing the same. The chart shall be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at any time. The submittal registers and progress schedules shall be delivered to the Contracting Officer within (10) calendar days of contract or task order award. Copies of submittal registers and progress schedules shall also be provided to the COR at the contract or task order pre-construction meetings. (Also see C.2.5.)

C.7.12 Unabsorbed Overhead Delay Damages: Compensation for unabsorbed overhead in a delay during which the contractor is forced to stand by, whether calculated by the Eichleay Formula or any other method, is not automatic. During any such delay, it is the duty of the contractor to seek out new contracts or additional work opportunities to mitigate delay damages. To substantiate entitlement to unabsorbed overhead damages, the contractor must first demonstrate the nature of the delay made it impractical to mitigate delay damages by undertaking new work. In submitting any claim for delay damages for unabsorbed overhead, regardless of length of delay, the contractor must list all work performed during the delay period. This list shall include date of each contract or agreement, the period of performance and any other information required by the Contracting Officer. In submitting any claim for delay damages for unabsorbed overhead, the contractor must prove all opportunities, prime or sub-contract, bonded or un-bonded, it could have undertaken but for the delay. The parties to this contract agree that if no additional work opportunities arise during any delay period in excess of (14) calendar days, under absorption of overhead would be caused by lack of opportunity and not the delay under this contract. In the absence of opportunity to take additional work, the contractor will be entitled to no additional unabsorbed overhead costs under this contract. In the event new work opportunities do arise during a compensable delay, the contractor will provide notice to the Contracting Officer of such new contracts or other additional work opportunities as they become available during the delay period. The Government will be liable for no unabsorbed overhead costs that arise during the delay period in the absence of an opportunity to adjust the performance schedule to enable avoidance of such costs.

C.7.13 Worksite Appearance and Security: Contractor shall maintain the work site in a reasonably neat appearance. This shall be done by daily cleanups of dust, construction debris, etc., at the end of the work shift. Contractor tools and materials shall be secured by lock and key by the contractor. Contractor shall ensure that, at the end of the work shift, the building exterior doors/windows are secure to prevent access to the building interior. This requirement applies to all job sites, including those within restricted areas of APG.

C.7.14 Transportation: All matters pertaining to the movement of railroad cars shall be pre-arranged directly with the office of the Aberdeen Proving Ground Transportation Officer. Materials and equipment may be shipped by rails, in carload lots, for Conrail Railroad to deliver at Aberdeen Proving Ground, Maryland. Acceptance of rail deliveries shall be at the convenience of the Government. Switching charges will be assessed by the Government at the then current rates for each switch from the Conrail Railroad Interchange, Aberdeen, Maryland, to area of loading or unloading on the installation and return of railroad car to the Conrail Railroad Aberdeen Interchange. Contractors will make individual arrangements relative to demurrage charges with the Conrail Railroad, Aberdeen, Maryland.

C.7.14.1 All work on Aberdeen Proving Ground that either impacts or has the potential to impact the traffic flow or roadway safety shall require traffic control in accordance with Sections GP-7.06 through Section GP-7.10 of the latest Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials and with the Manual on Uniform Traffic Control Devices."

C.8 APPLICABLE PUBLICATIONS:

C.8.1 Industry Standards:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
A.G.A.	American Gas Association
AI	Asphalt Institute
A.I.A.	The American Institute of Architects
AISC	American Institute of Steel Construction, Inc.
AISC	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ADA	The Americans with Disabilities Act
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing Materials
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association, Inc.
CGA	Compressed Gas Association
EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronics Engineers, Inc.

IES	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
ISA	Instrument Society of America
MSS	Manufacturers Standardization Society of the Valve and Fittings
NACE	National Association of Corrosion Engineers
NEBB	National Environmental Balancing Bureau
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
PPI	Plastics Pipe Institute
SAE	Society of Automotive Engineers, Inc.
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
UL	Underwriters Laboratories, Inc
UFC	The Unified Facilities Criteria
AWWA	American Waterworks Association
BOCA	Building Officials Conference of America Code Maryland State Highways Specifications and Standards Code of Maryland Regulation 26.10.01, Oil Pollution and Tank Management Uniform Building Code

C.8.2 Government Regulations:

FM 19-30	Physical Security Field Manual
AR 380-5	Information Security Program DOD 5100.76M Physical Security of Sensitive and Conventional Arms and Ammunition, and AR 190-11 Explosives
AR 190-51	Sec of Army Property at Units Engineering Instructions, U.S Army Corps of Engineers Design Criteria
AMC 385-100	Safety Manual

AR 190-13	Army Physical Security Program
APGR 190-5	Traffic Control
APGR 190-4	Movement Control
APGR 190-8	Key and Lock Control
APGR 190-7	Crime Prevention
APGR 385-7	Excavation Permit Program
APGR 420-1	Fire Prevention and Protection
AM-1008B	Fire Protection for Facilities, Engineering, Design, and Construction
APGR 385-4	APG Safety Program
OSHA 29 CFR	Industry Safety Standard 1910 & 1926 S & H Regulation for Construction OCC S & H Standard
AR 385-10	Army Safety Program
DRAFT AR 385-64	US Army Explosive Safety Program DRAFT
DA Pamphlet 385-64	Ammunition and Explosives Safety Standards
MOSHA	State of Maryland OH&S Standards
TI-800-1	U.S. Corps of Engineers Technical Instruction Design Criteria
385-1-1	Army Corps of Engineers Safety Standards
ER1385-1	Corps of Engineers Construction Standards Guide

C.8.2.1 Environmental Laws and Regulations:

NEPA	National Environmental Policy Act
RCRA	Resource Conservation and Recovery Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
SARA	Superfund Amendments and Re-authorization Act
TSCA	Toxic Substances Control Act
Clean Air Act	

Clean Water Act

FIFRA	Federal Insecticide, Fungicide, Rodenticide Act and Endangered Species Act
CFR	Code of Federal Regulation; Titles 10, 29, 40
COMAR	Code of Maryland Regulations, Titles 8, 10, 26
AR 200-1	Environmental Protection and Enhancement
AR 200-2	Environmental Effects of Army Action.
AR 405-90	Disposal of Real Estate
AR 420-47	Solid and Hazardous Waste Management
APGR 200-1	Environmental Quality Control at APG
APGR 200-3	Protection of Water Resources at APG
APGR 200-50	Solid Waste Management
APGR 200-60	Hazardous Waste Management
EPCRA	Emergency Planning & Community Right-to-Know Act
PPA	Pollution Prevention Act
ESA	Endangered Species Act
OPA	Oil Pollution Act
SDWA	Safe Drinking Water Act

C.9 CONTRACTOR QUALITY CONTROL (CQC):

C.9.1 General: The contractor shall provide and maintain an effective Contractor Quality Control (CQC) program that complies with the Contract Clause entitled "Inspection of Construction." The Contractor's Quality Control Program through inspection, testing, equipment/system operation, and reporting shall demonstrate and document the extent of compliance of all work with the standards and quality established by the contract documents. Inspection and test reports shall make reference to specific drawing and/or specification requirements and shall state the comparative inspection. Test procedures are expected along with actual documentation of results. The burden of proof of the contract compliance is placed on the contractor and not assumed by the Government. The Contractor's Quality control will not be accepted without question.

C.9.2 CQC Plan Review Conferences: After the contract is awarded and within the (30) calendar day start-up period, and before construction operations are started, the contractor shall meet with the contract COR and shall provide the Government a copy of the contractor's quality control (QC) plan. The meeting shall develop a mutual understanding relative to the details of the CQC program. The CQC Plan shall identify personnel, procedures, instructions, company policies, records, testing procedures/methods, documentation, submittals, forms to be used for recording the quality control operations, control activities, control of noncompliance, training, interrelationship of contractor and Government inspections for hold point, preparatory, initial, follow up (daily inspections), check sheets for definable features of work, final inspections, completion packages, as-built control packages, as-built drawings, warranties, forms, reports to be used. Any changes to the plan discussed during the meeting shall be incorporated by the contractor in a revised QC plan and submitted to the contract COR for review and approval within (7) calendar days. All resubmissions of the CQC plan shall clearly identify each change. The final approved QC plan will become part of the contract.

a. The CQC Plan shall include a description of the quality control organization, including charts showing lines of authority and acknowledgements that the CQC staff shall conduct daily inspections for all aspects of work specified and shall report to the CQC Manager. Personnel involved in quality functions shall not assume dual functions as foreman, superintendents, project managers, etc. The quality control manager shall be autonomous from the on-site project manager.

b. The CQC Plan shall include a copy of a letter to the CQC Manager signed by an authorized official of the firm, which describes the authorities and responsibilities of the CQC Manger and the CQC system. The letter will specifically address the CQC Manger's responsibility and authority for what corrective action is to be taken when deficiencies are identified.

c. The CQC Plan shall list the name, qualifications, duties, responsibilities, and authority of each person assigned a CQC function.

d. The CQC Plan shall provide details concerning the procedures for scheduling and managing submittals, including those from subcontractors, off-site fabricators, suppliers and purchasing agents.

e. The CQC Plan shall also describe control procedures for each specific test or testing laboratory that the contractor plans to use under the contract.

C.9.3 Submittals

C.9.3.1 The Government may require the contractor to provide submittals for certain items before prosecution of work. A list of submittals required for a specific task order will be provided with the request for proposal from the Government. This list does not relieve the contractor from providing additional submittals at the request of the Contracting Officer or designated representative at any time. Work may not proceed until the Contractor has all submittals for review and concurrence.

C.9.3.2 The Government shall review and return submittals within twenty-one (21) calendar days.

C.9.3.2.1 The Contractor is responsible for ensuring that the items submitted meet the scope of work and specifications and will certify submittal as such. If the Contractor submits an item that does not meet the scope or the specifications, he shall submit a letter requesting approval of the submittal, identify why the selected material does not meet the scope or the specifications, and offer any credit due the Government. Any submittal not annotated in this fashion will be assumed to be submitted as meeting the requirements of scope and specifications.

C.9.3.2.2 Government concurrence/approval on a submittal not annotated as required by paragraph C.9.3.2.1 does not relieve the contractor of his responsibility of meeting the scope and specifications. The Government may subsequently require the contractor to replace any material not found to conform to scope requirements or meet the specification, unless submitted and approved in the manner described in paragraph C.9.3.2.1.

C.9.3.2.3 The Contractor shall not, at any time, intentionally submit a non-stock item, unless it is a specialty item which is not readily available. Should the Contractor be in the situation to require a non-stock item for construction, it shall be so indicated on the submittal for review by the Contracting Officer or his designated representative. Failure to inform the Government that a submittal item requires an extended lead time will not warrant a time extension to complete the project.

C.9.3.2.4 Two (2) samples for interior and exterior finishes (i.e. paint, vinyl floor, vinyl base, ceiling tile, paneling, siding, etc.) shall be submitted when required. Once approved, one sample shall be returned to the Contractor and one sample becomes the property of the Government.

C.9.4 Contractor Quality Control (CQC) Organization:

C.9.4.1 CQC Manager: The contractor shall identify an individual within his organization at the site of work who shall be responsible for the overall management of CQC and have the authority to act in all CQC matters for the contractor. The quality control manager shall, as a

minimum, have 4 years experience at the journeyman level or a (2) year technical degree and (5) years experience in work that is directly related to the construction industry. The CQC Manager or any designated alternates shall be approved by the Contracting Officer.

C.9.4.2 Quality Control Personnel: A staff shall be maintained under the direction of the CQC Manager. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and rates of placement. Staffing shall be sufficient to allow daily inspections of each assigned project and to complete reports. The personnel of this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities and shall be directly hired by and work for the prime contractor through the CQC Manager. The CQC Manager or his alternate representative shall assign CQC personnel prior to the pre-construction meeting on each task order. CQC personnel assigned to individual task orders are responsible for daily inspections, notifications and completing and signing daily quality control reports. The Government reserves the right to have the contractor replace any CQC personnel that are not performing satisfactory.

a. All personnel engaged in the Quality Control of electrical (not including CQC Manager – see paragraph C.6.2 for CQC Manager qualifications) work shall have 2 years experience at the journeyman level and 2 years experience in a quality control function related to electrical work.

b. All other personnel (not including CQC Manager – see paragraph C.6.2 for CQC Manager qualifications) engaged in the quality control shall have 1 year of experience at the journeyman level and 2 years experience in a quality control function.

C.9.5. Control System:

C.9.5.1 Scheduling Work: Within (10) calendar days after the Contracting Officer has issued a signed task order, the contractor shall request (by email) the COR to establish a pre-construction meeting date. The COR within (7) working days shall establish a date, time and place for the pre-construction meeting to be conducted. The contractor shall identify to the COR in writing on each task order prior to the pre-construction meeting the quality control personnel assigned to the task. Any change of CQC personnel on the individual task order shall be in writing to the Contracting Officer. Before proceeding with any work under an individual task order, the contractor shall submit a project schedule, a site specific safety plan in accordance with EM3851-1, hazard analysis and procedures concerning means of access to premises and buildings. Contractor shall indicate whether material and equipment will be stored at the job if space is available. If space is not available at the job site, the contractor shall describe his plans for delivery of materials and equipment and his planned usage of approaches, corridors, stairways, and elevators. The contractor shall indicate the location of eating spaces and rest room facilities to be provided for contractor and subcontractor employees. The contractor shall also describe his planned control systems for project, environmental, safety and health management.

C.9.5.2 Contractor quality control is the means by which the contractor assures himself that his construction complies with the requirements of the contract plans and specification. The controls shall be adequate to cover all daily construction operations including both on-site and off-site fabrication and will be keyed to the proposed construction sequence.

C.9.5.3 The contractor's quality control system at the job site shall include three phases of control management for definable features of work as follows:

- a. Preparatory Inspection
- b. Initial Inspection
- c. Follow-up Inspections

Quality control personnel assigned to individual task orders will advise the COR by email at least 48 hours prior of all preparatory and initial inspections. Assigned quality control personnel, the Quality Control Manager, and any individual(s) directly responsible for implementation of any part of the work at the job site will attend preparatory and initial inspections. Government personnel may participate in the three inspection phases.

C.9.5.3.1 Preparatory Inspection: This phase of control shall be performed prior to beginning any work on any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted and approved; a check to assure that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials and/or equipment are on hand. To ensure that construction will proceed in an orderly manner, no construction will commence until adequate materials and/or equipment are on hand for that definable feature of work.

C.9.5.3.2 Initial Inspection: This phase of control must be accomplished at the time of arrival of workman on site to accomplish a definable feature of work and at any time new workman or crews arrive for assignment to the work. The contractor's control system shall permit the transfer of information on quality requirements specified under this contract to each workman before he starts work, and shall demonstrate that each workman can provide the specified quality of work at a consistent rate of production to produce high quality of work. It is also during this phase that control testing to prove the adequacy of the contractor's control procedures shall be initiated and verified.

C.9.5.3.3 Follow-Up Inspections: This phase of control shall be performed daily to assure that controls established continue to provide work that conforms to contract requirements.

C.9.6 Work Deficiencies: The contractor shall not build upon or conceal any work containing uncorrected defects. If deficiencies indicate that the contractor's quality control system is not adequate or does not produce the desired results, corrective action in both the quality control system and the work shall be taken by the contractor. If the contractor does not promptly make the necessary corrections the Contracting Officer may issue an order suspending all or any part of the work until satisfactory corrective action has been taken. Payment for deficient work will be withheld until work has been satisfactorily corrected or other action is taken pursuant to the Contract Clause "Inspection of Construction." If the above actions do not obtain effective improvement in the contractor's quality control system, the Contracting Officer may direct changes be made

in the quality control system or the contractor's organization, including but not limited to the removal of unsatisfactory quality control representatives at any level. If recurring deficiencies in an item or items indicate that the quality control system is not adequate, the Contracting Officer will direct the corrective actions to be taken.

C.9.6.1 Control of Deficiencies and Non-compliances: The contractor shall identify and document all deficiencies and non-compliances. All deficiencies and non-compliances shall be recorded on the contractor's daily quality control report and shall include all supporting data (i.e. photos, lab reports, etc.). When any deficiency or non-compliance is identified, CQC personnel shall clearly identify by a red tag stating "REJECTED" with comments describing the deficiency and non-compliance. The CQC shall ensure the identification, recording, and resolution of these conditions. The type of corrective action needed will be identified on CQC reports. Where deficiencies and non-compliances are repetitive the CQC shall increase surveillance and identify the root causes.

C.9.7 Quality Control Records: The contractor shall control construction quality by conducting daily inspections of the phases of construction in progress and shall provide electronic copies of the daily inspection reports to the Chief, Construction Branch, Government Project Manager and COR. The contractor shall identify the contract number, the task order number and the work request number in the subject line. NOTE: Quality control reports are to be signed by the quality control personnel performing the quality control inspections. The quality control reports shall be submitted by the close of business the first day after the ending of the weekly reporting. The contractor's daily quality control report shall include as a minimum the following: certification statement that the work and materials incorporated in the work complies with the contract plans and specifications, safety/environmental requirements; shall indicate any verbal instructions given by the COR; any delays encountered; note any material/equipment delivered to site; any tests performed; any specific work inspected; any deficiencies found; identify hold points requirements, notification and results; note weather conditions; and contain a listing of workers on site. NOTE: These reports shall be sent electronically separated by task order. The combining of task orders under one electronic message is not acceptable. The quality control manager shall maintain a master deficiency list that records deficient work and final corrective action taken and dates thereof for each task order. A separate monthly report for each task order shall be provided to the Government the first Monday of each month. Bulk sending of the quality control reports is not acceptable.

C.9.8 Hold Point Requirements: The contractor shall notify the COR of a hold point requirement through E-MAIL at least 48 hours in advance of each phase identified below. The contractor shall not continue work on any given phase of construction until the Government quality assurance representative has had at least 48 hours (2) working days to inspect the work. The 48-hour notification shall start on the date/hour the email was sent to the COR. The contractor shall provide, as a minimum, the following information through the E-MAIL notification: date & time of request, type of work to be inspected, Bldg. #, task order #, work request #, the name(s) of the assigned CQC personnel, and a signed statement by each assigned CQC personnel that the work has been inspected and is acceptable and in compliance with the contract requirements. If the work is not ready for the Government quality assurance representative to inspect, the contractor shall identify on his daily contractor quality control report the reason for the delay and provide a new 48 hour notification to the COR through E-MAIL with the same information as identified above. If the contractor requests to delay the originally scheduled hold point, the contractor shall resubmit the hold point request and the 48 hours begins from the date/hour on the resubmitted request. If the Government quality assurance representative is not on site at the scheduled time, the contractor shall not delay the work and proceed with the scheduled work and identify on his quality control report the absence of Government QA representative. NOTE: VERBAL NOTIFICATIONS OF HOLD POINTS ARE NOT ACCEPTABLE. THE CONTRACTOR ON A CASE-BY-CASE BASIS MAY REQUEST FROM THE COR A TIME VARIANCE FOR THE HOLD POINT NOTIFICATION. THE WRITTEN REQUEST SHALL DESCRIBE THE REASON FOR THE TIME VARIANCE FOR THE HOLD POINT NOTIFICATION. HOLD POINTS ARE REQUIRED FOR THE FOLLOWING PHASES:

- a. Request inspection prior to concrete placement in footings, slabs, sidewalks, walls, etc. Surface preparation, forms, line and grade, reinforcement, expansion joints, etc. shall be in place prior to notification of COR.
- b. Request inspection of rough framing (wood or metal) after the electrical and plumbing inspection but prior to the installation of insulation or other materials that may conceal framing.
- c. Request inspection of installed insulation prior to placement of any interior finishes or items that would conceal the insulation material. Every side shall be left open for the Government inspection.
- d. Prior to concealment by any building material or items, i.e. ceilings, floors, etc.
- e. Prior to the concealment/covering of any plumbing, drainage, sprinkler, mechanical, ductwork and electrical systems. There shall be no covering of any system until 48 hours after the Government has been notified.
- f. Prior to the backfilling or placement of final materials for exterior utilities (water, storm, sanitary, condensate, drainage pipe, etc.)
- g. Prior to testing to include pressure, soil, performance, etc.

C.9.9 Completion (Final) Inspection: The contractor shall provide the COR by email a request for final inspection no more than (3) working days in advance of the date the work will be fully completed and ready for the Government's final inspection. The Government will establish a final inspection date within (7) working days from the date the work will be fully completed. The Government will utilize available resources for the final inspection to include but not limited to: the COR, shop personnel, project proponent, project managers, engineers, and construction representatives. NOTE: The final inspection shall be conducted once contractor notifies the COR that all work is physically complete at the job site including the submission of payrolls, CQC reports, site supervisors reports, training reports, test reports, and final clean-up of work site. The contractor shall schedule the final inspection to allow for punch list items found at the final inspection to be completed on or before the date specified on the task order for project completion. Once the Government accepts all work at the physical job location, the contractor shall submit the task order completion package in accordance with paragraph C.9.10 within (15) calendar days of the completion date specified on the task order. The Government will not consider the work 100% complete until all project requirements are met. If the contractor fails to complete the

work at job site location by the date specified on the task order or fails to provide the completion package within (15) calendar days of task order completion date, then the contractor may be subject to liquidated damages in accordance with contract clause 52.211-12 "Liquidated Damages-Construction".

1. Prior to the contractor's request date for the final inspection the contractor shall provide the following attachments with the CQC report to the COR:

a. A copy of the CQC generated punch list and all deficiencies that were identified on the task order with the status of each indicating completed or not completed.

b. A signed statement by the CQC representative who performed the inspection verifying all punch list items have been completed and that the task order has been completed in accordance with all contract specifications and requirements.

2. The Government will not participate in any type of pre-final inspection or joint development of punch list items. The CQC is responsible for ensuring and maintaining the quality standards and compliance to the contract specifications and requirements.

3. The COR and others as determined necessary will perform a final inspection with the CQC personnel to review the project for quality, completeness, and compliance to the contract specifications. Any deficiencies identified by the COR at this time will be documented by the CQC and be identified on the daily CQC report.

a. The daily CQC report shall continually list all deficiencies with the date each deficiency was corrected. This includes any contract deficiencies not provided at the final inspection such as payrolls, CQC reports, site supervisor reports, training information and, test reports.

b. After the Government accepts the work at the job site, the contractor shall assemble and have available the task order completion package along with a copy of the task order. When the work is fully completed and all contract requirements are met, the COR shall acknowledge that the work has been completed by signing the task order.

C.9.10 Work Completion Package: The contractor shall assemble a work completion package file and present it to the COR within (15) calendar days of the completion date specified on the task order. The contractor shall provide copies as indicated below for Parts 1, 2 and 3 in hard copy and on computer disks in TIF, untile format, in plastic joule cases (CD protective computer disk case) with an internal typed label as stated on the tile page of the hard copy furnished. The Government will retain a minimum of 10% of the task order amount not to exceed \$10,000.00 until such documentation is provided. The project will not be considered 100% complete and accepted by the Government until all requirements of the work completion package are received by the Government.

Completion Package Part 1 - One complete bound hard copy set and four computer disks of the bound set

Completion Package Part 2 - One hard copy and four computer disks of the As-Built Control Package

Completion Package Part 3 - One hard copy and one computer disk of the As-Built Drawings

C.9.10.1 Completion Package Part 1: The hard copy file shall be bound and each page will identify work request number, task order number, building number, and contract number and contain the following minimum items:

a. A cover sheet which identifies the contractor, the contract number, the task order number, the work request number, the building number or area of work followed by an index which identifies attachment documents to the cover sheet. The attachments to the cover sheet shall consist of complete copies of:

Task order including scopes of work with acceptance signature of the contractor

All modifications including scopes of work

Finish schedule identifying exterior and interior ceiling, wall, doors, frames, floor, finishes/coatings/coverings, to include manufacturer, color, manufacturer's identifying number, style, texture

Equipment schedule identifying all equipment installed with manufacturer, model number, serial number, size; and MAXIMO Number

All manufacturers' warranties for equipment/materials and copy of the warranty identification tag

Building Information Checklist

A signed statement by the contractor's quality control personnel that certifies the work is completed and in compliance with the contract plans and specifications and that no materials containing asbestos or lead paint was included in the work

b. **Equipment Warranty Identification Tag:** The contractor shall provide and install on each piece of equipment a self-adhesive warranty identification tag. The tag shall contain the following information: Installed by, Installers phone number, Manufacturer, Model Number, Serial Number, Contract Number, Government Project Manager, and the COR with, phone numbers, Warranty expiration dates for the contractor and manufacturer, and the MAXIMO Identification Number. The contractor shall obtain the MAXIMO

Identification Number from the MAXIMO Officer located in Building 4302; point of contact maybe reach at 410-278-6699. The request to the MAXIMO office shall be e-mailed in the following format:

Company Name
 Building Number
 Project Name
 WR Number
 DO Number
 Equipment Description, Manufacturer Name, Manufacturer Address, Model Number, Serial Number, Specifications, Parent Equipment, Installation Date, Warranty Expiration Date, and MAXIMO Number.

C.9.10.2 Completion Package Part 2: The as-built control package (when applicable) shall be submitted with the completion package. The as-built control package shall be generated 100 percent by the contractor with only minor information provided by Government. This package shall represent what has been installed. The contractor shall provide the following in the As-Built Control Package, but not limited to:

a. Control Schematic: Contractor shall provide control schematic drawings illustrating the arrangement and sequence order of the HVAC equipment, air handlers, dampers, mixing boxes, air filters, differential pressure indicators, freeze statues, heating and cooling coils, temperature controls, VAV boxes, humidifiers, pumps, heat exchangers, duct smoke detectors, control valves, pressure controls and other related items to the control system. The piping arrangement and sequence of control valves shall be indicated on the control schematic. The sequence of operation shall be stated on the drawing. Symbols for control items and HVAC equipment shall be shown on the drawings and shall match symbols indicated on the control wiring schematic. The control schematic shall denote the position of the controls when the power is shut off. A list of control items with symbols, quantities, description with company, model number shall be stated on the schematic. The control valve schedule and point schedule shall also be included with control schematic. Point schedule shall list the outputs and inputs to the control system items. The control valve schedule shall list control valves, with pipe sizes, denoting type of connection, flanged, or screwed ends, "Cv " values, manufacture name, and model.

b. Control Wiring Diagram: Contractor shall provide control-wiring diagram drawings. The external wiring (outside control item enclosures) between control items and HVAC equipment shall be indicated on the drawing by lines representing wires. Each end of a control wire shall be labeled in the field with the same wire number and each wire shall have a different wire number labeled in the field. The each control wire shall be represented by a line on the drawing with its respected wire number labeled on the line shown on drawing. Terminal connection is each end of the control wire makes its connection. The contractor shall label terminal connections with numbers or letters or combination of both at each end of the control wire connection point. The terminal connection labels shall be noted on the drawings at the end of each line/wire. Symbols for control items and HVAC equipment shall be shown on the drawings and shall match symbols indicated on the control schematic. The outline of the HVAC equipment and the outline of the control items shall be shown on drawing with terminal connections labeled on drawing.

c. Catalog cuts: Contractor shall provide catalog cuts of the control items and HVAC equipment listed on the Control Schematic. Each catalog cut shall be marked by the contractor denoting the company name, model number, type, voltage and any other specific information needed in the order to tell the difference from the other models available from that company. Catalog cuts shall show pictures of items and denote features, specifications, part numbers, and connection points.

d. Contractor shall provide 1 (one) hard copy of the above assembled together in (1) one 8 ½ x 11 bounded booklet. Contractor shall provide 4 (four) CDR computer disks; each disk shall be complete copy of the As-built Control Package. The 1st page (title page) of the booklet shall state the following: "AS-BUILT CONTROL PACKAGE," Control Company name, address, phone number, name of the responsible person, and date of submittal. Also include the following that pertains to Aberdeen Proving Ground on title page; name of the project, building number, and work request number of the project. The bounded booklet shall be assembled by the contractor in logical order, title page, catalog cuts, control schematic, point schedule, control valve schedule, and control wiring diagram. Contractor shall also provide the above complete As-Built Control Package on 1(one) 650 MB or 700MB CDR computer disk in the same order as the hard copy stated above. All the above items on computer disk shall be in .TIF, untile format including, catalog cuts, drawings (diagrams, schematics, etc.) Contractor shall also include on the disk the drawings (diagrams, schematics, etc.) in Micro-station SE, DGN format. The contractor shall provide the disks in a plastic joule case (CD protective computer disk case) and provide internal typed label as stated on the tile page of the hard copy furnished. Contractor shall provide 4(four) CDR computer disk as stated above; each disk shall be complete copy of the above As-Built Control Package.

e. Operation Maintenance Manual (O & M): Contractor shall provide 1(one) hard copy of the "O&M " assembled together in a 8 ½ x 11 bounded hard cover booklet and four (4) CDR computer disks. Contractor shall provide a typed label on the cover stating the following; "OPERATION MAINTANCE MANUAL (O&M)," Contractor Company name, address, phone number, name of the responsible person, and date of submittal. Also include the following that pertains to Aberdeen Proving Ground on cover; name of the project, building number, work request number of the project, contract number, and task order number. "O & M " shall include the following, but not limited to: Catalog-cuts of all the new items installed with each catalog cut marked by the contractor denoting the company name, model number, type, voltage and any other specific information needed in order tell the difference from the other models available from that company. Catalog cuts shall have a picture of item with denoting features, specifications, part numbers, connection points, dimensions, installation and removal procedure, and recommended maintenance procedures. For pumps, air handlers, fans, fan coils and other fluid moving equipment, contractor shall provide operation curves marked showing the design flow rate for that project. For built-up air handlers, each part; mixing box, economizer, filter section, cooling coil, heating coil, supply fan, return air fan, shall be provided with catalog cuts, marked by the contractor denoting the following; model number, dimensions, style, and company name. The 1st page of the O&M shall be the title page, same as stated above for the label on the hard cover. The 2nd page of the O&M, shall state the list of items installed on the project. The list shall state the following; equipment name or item, manufacture, model number, serial number, size (flow rate at head pressure, CFMs at static pressure, 2-32 watt 4ft. lights, etc.), comments (horsepower, voltage, special features). Contractor shall also provide the above complete OPERATION MAINTANCE MANUAL (O & M) on 1(one) 650 MB CDR computer disk in the same order as the hard copy stated above. All the above items on computer disk shall be in .TIF untile

format. The contractor shall provide the disk in a plastic jewel case (CD protective computer disk case) and provide internal typed label as stated on the title page of the hard copy furnished. Contractor shall provide 4(four) CDR computer disk as stated above, each disk shall be complete copy of the above OPERATION MAINTANCE MANUAL (O & M).

C.9.10.3 Completion Package Part 3: In accordance with specification paragraph C.7.2 "As-built Data," the contractor shall include the following information in the As-Built Drawings Package as applicable.

Drawings shall include the areas where work has been performed indicating the existing conditions after the new work has been performed which includes removal of existing items and installation of new items. The drawings shall state the following for new items installed: company name, style, size (flow rate at design pressure), model number, and voltage. For mechanical equipment the following additional information shall be stated on the drawings: pump head, GPM and rpm's, fans, blowers, air handlers and other air moving equipment, state CFMs, rpm's at the rated static pressure. Provide the as-built sequence of operation on a mechanical drawing. For items, which contain coils, steam, hot water, and heat exchanger state the rated flow rate with pressure drop across the unit on the drawing. Drawings shall indicate the tie-in locations (connecting new items to existing).

C.9.11 Additional Reports: In addition to the CQC requirements, the contractor shall submit electronically to the COR all reports generated by site supervisors.

C.9.12 Completed Project Follow-Up Inspection: Nine months after the final acceptance date of each task order the contractor shall notify the COR by EMAIL and participate in a follow-up inspection. The Government will establish within two weeks the date, time, and attendees to participate in the inspection. If the Government does not establish a date within the 2 week time period, the contractor shall perform the follow up inspection without the Government. Within two weeks after the inspection the contractor shall provide a written report to the COR documenting the results of the inspection to include as a minimum: date of the Government 100% acceptance of the task order, building #, task order #, work order #, poor quality construction findings, design problems, construction failures, HVAC problems or failures, electrical problems, maintenance difficulties, and the implementation of maintenance practices/procedures or the lack of, the scheduled inspection dates and the actual inspection dates.

C.9.13 The contractor shall use the following format on the subject line for all emails to the Government: contract number, work request number, task order number, and building number. The combining of multiple reports in one email is not acceptable.

C.9.14 The contractor shall complete and submit a Building Information Checklist with the task order completion package Part 1 per C.9.10. A copy of this checklist is provided as Attachment C to this solicitation.

C.10 GENERAL INSTRUCTIONS TO PRIME CONTRACTOR RELATED TO CONSTRUCTION DESIGN WORK:

C.10.1 Applicable Design Publications: The following list of publications shall be used in conjunction with the performance of design work under this contract. Additional criteria and instructions will be provided as may be required for specific requirements in individual task order scopes of work. The prime contractor is responsible for using the latest edition of the publications listed below.

- a. U.S. Army Corps of Engineers, "Technical Instructions, Design Criteria", TI 800-01, dated 20 Jul 98.
- b. U.S. Army Corps of Engineers Technical Manuals (TM's), Engineer Technical Letters (ETL's) and Engineer Regulations (ER's).
- c. Unified Facilities Guide Specifications for Military Construction.
- d. All applicable Post (U.S. Army Garrison, Aberdeen Proving Ground [USAG, APG]) Regulations.
- e. Aberdeen Proving Ground Installation Design Guide (IDG) (provides specific installation guidance for site planning and features and exterior architectural characteristics). A copy of the IDG will be made available to the prime contractor upon request.
- f. National Electrical Code.
- g. The BOCA National Mechanical Code.
- h. National Standard Plumbing Code.
- i. National Fire Protection Association Codes and Standards.
- j. American Society of Heating, Refrigeration, and Air Conditioning Engineers Handbooks and Standards.
- k. International Building Code

C.10.2. Conduct Of Work: During the performance of this contract, the prime contractor in coordination with his A-E firm or technical staff shall maintain close liaison with the Government Project Manager (PM) who will coordinate the work with the using agency and other concerned parties. The prime contractor shall:

- a. Execute the work diligently and aggressively, and promptly advise the Government PM of all significant developments.

b. Contact the Government PM prior to starting the field investigation, and coordinate subsequent visits to the Government PM with the appropriate project site personnel. Records of all site visits to the project site shall be kept by the prime contractor and shall be provided to the Government PM upon request.

c. Prepare minutes of each meeting and significant telephone conversations with Government representatives, and furnish a copy to the COR and Government PM and to all participants within (7) working days of the conference.

d. Prior to the date that the task order proposals are due, take appropriate measures to obtain clarification of scope of work requirements from the Contracting Officer when information contained in a Government RFP is unclear.

e. Do not take any instructions from any installation employee or using agency which will affect the scope, cost or schedule of the project, or deviate from the specified standards and/or standard industry standards without getting permission from the Contracting Officer.

C.10.3. Quality Assurance: The prime contractor is responsible for the professional quality, technical accuracy, and the coordination of all documents and other services, including the work of any of his subcontractors or consultants. The prime contractor is required to have a logical and functional quality control program to assure that errors and deficiencies in all submittals are minimized. To meet this requirement, the prime contractor shall perform technical and interdisciplinary reviews and correct all errors and deficiencies in the documents prior to submitting them for review by the Government. The prime contractor's cover letter, which transmits the design documents for review, shall include a statement of certification that he has performed a detailed review and coordination of the submitted documents. In the event damage to the Government results from negligent performance of any of the services furnished under this contract, the prime contractor shall be held liable for such damages. The Government's review in no way relieves the prime contractor of his/his contractual responsibilities.

C.10.4. Economy of Design: The prime contractor shall prepare all designs in the most economical method appropriate. Throughout the design, the prime contractor shall analyze each of the various disciplines or work for the purposes of achieving the required mission or function consistent with desired performance and quality requirements. In some cases, the prime contractor may determine significant savings are possible by changing material or methods of constructions. When submitting a BVTO proposal, the prime contractor shall indicate in his proposal in writing when he/she takes exception to or varies from the Government's task order scope of work. Value engineering is encouraged.

C.10.5. Environmental Compliance And Permits:

a. During the performance of this contract, the work must comply with all federal, state, local and installation environmental laws, regulations, and standards. The prime contractor shall determine all construction and operating permits required and provide the following information to the COR.

- (1) Permitting authority.
- (2) Type of permit required (construction/operating).
- (3) Procedure and time necessary to complete the permit application.
- (4) Fees required.
- (5) Statement that the project is covered by variances or that a permit is not required.
- (6) If a variance is required, describe procedures on how it will be obtained. If a permit is not required, furnish reasons and supporting justification (cite appropriate regulations).
- (7) If a permit of any kind is required, evaluate all state and/or local regulations to determine specific requirements. Where required, include those requirements in the project design. If any permits are required, the Government PM shall be provided the permit application (15) calendar days after the concept design review meeting.

C.10.6 Design Drawings Requirements:

a. Design drawings shall be prepared in strict accordance with ER 1110-345-700 "Design Analysis, Drawings and Specifications." All drawings shall comply with the "A/E/C CADD Standard Manual" Release 2.0 for drawings presentation graphics, electronic file naming, standard symbology, and level/layer assignments. The manual is available at <http://tsc.wes.army.mil/products/standards/aec/aecstd.asp>. Contractor shall prepare 1 paper copy in standard 42" x 30" format. The contractor shall ensure that the correct title block for signatures is used. Drawings must be easily readable when reproduced at one-half size. The cover sheet shall be signed and stamped by a principal of the firm (Professional Engineer or Registered Architect) when the final design drawings are completed.

b. In addition to the "hard copy referenced above, the contractor shall provide two digital copies of the drawings. One copy shall be vector and the other raster. The vector drawings shall be compatible with the Government's (Aberdeen Proving Ground, Directorate of Installation Operations) computer aided design (CAD) system. The Government CAD system is manufactured by Bentley Systems, Inc. MicroStation files have a *.dgn file extension. The vector drawings submitted by the prime contractor shall be prepared in MicroStation SE/V7 and have the *.dgn file extension. They shall be in a version of MicroStation compatible with the Government's system. This may change during the course of the contract. The contractor shall change to the upgraded version when directed by the Contracting Officer. These files shall also be submitted in raster format using the portable document format (*.pdf) file type common to Adobe Acrobat. The drawings shall be submitted on a Compact Disk (CD). Each submission shall have both MicroStation and Adobe Acrobat files on the CD. All reference drawings

shall be included with the design drawings on the CD. A list of all the drawings and their attached reference drawings, what is on each drawing level, and the drawing scale shall be submitted with the CD.

c. All drawings, both hard copy and electronic, shall be marked with the following security statement:

“WARNING: Distribution authorized to U.S. Government agencies and their U.S. contractors.
REASON: Administrative/Operational Use; 2 December 1996;
Other requests for this document shall be referred to:
Cdr, USAG, APG, DIO ATTN: IMNE-APG-IO, APG, MD 21005-5001.
DESTRUCTION NOTICE: Destroy by any method that will prevent disclosure of contents or
reconstruction of the document.”

C.10.7. Printed Media: All reports, design analysis, field investigations, etc. shall be printed on paper with a minimum of 30% post-consumer recycled content. Paper shall be printed on both sides.

C.10.8. Design Analysis: The design analysis when required by the task order scope of work shall be prepared in strict accordance with ER 1110-345-700 "Design Analysis, Drawings and Specifications." All calculations, criteria, design references, assumptions, and design values shall be presented. All key design decisions shall be discussed, including presentation of economic factors. The design analysis shall be complete and shall be organized so that a person not familiar with the project can still follow the contractor's thought process on a step-by-step basis. The task order scope of work shall be included at the beginning of the design analysis, as well as a Table of Contents. Include a narrative discussion of the Scope, background, design alternatives, solutions, and field findings. The design analysis shall also discuss any energy conservation opportunities observed by the contractor during the course of the design development.

C.10.9. Government-Furnished Data: Drawings showing existing utilities in the area of the proposed construction are available in Building 4304, Directorate of Installation Operations (DIO), Aberdeen Area of Aberdeen Proving Ground (AA-APG). The drawings are not warranted to show presently existing conditions at the site. The contractor is required to verify, in the field, all data shown on such drawings as necessary to the accomplishment of his work and shall obtain all other data, as required, to ensure the complete and proper design of this project. Drawings showing the existing communications facilities in the area of the proposed renovation are available for review in Building 324, Directorate of Information Management (DOIM), Aberdeen Area of APG.

C.10.10. Submittals And Review: The design submittals shall be reviewed by the Government for technical correctness, functional adequacy, and ability to be constructed. Reviews by the Government will usually be accomplished within (21) calendar days for each submittal and all comments shall be provided to the contractor, in writing-by the Government PM. The contractor shall incorporate all review comments at no additional fee if it does not affect the contractor's original concept design, or the contractor shall justify noncompliance with comments. A detailed written reply to all comments shall be furnished with the next scheduled design submittal, or earlier if directed by the Government PM. The reply shall specifically address how each comment was satisfied, citing drawing and specification reference. Should clarification be required or exception taken to any comment, the contractor shall communicate with the Government PM within (5) working days of receipt of the comments. On-board review meetings will usually be held at Building 4304, Directorate of Installation Operations (DIO), Aberdeen Area of Aberdeen Proving Ground (AA-APG), unless noted otherwise.

C.10.11. Responsibility After Design Completion: The contractor is responsible for errors or omissions in the documents created and he or she is responsible for making corrections to the documents. The corrections shall be done in a timely manner, at no additional cost to the Government.

SECTION C - ATTACHMENT A

Reference Sample Government RFP below.

Reference Sample Government Scope of Work below.

Reference Sample Contractor Proposal Cover Sheet below.

SECTION C - ATTACHMENT A

SAMPLE GOVERNMENT RFP

U.S. ARMY CONTRACTING AGENCY
APG DIRECTORATE OF CONTRACTING
4118 SUSQUEHANNA AVENUE
ABERDEEN PROVING GROUND, MARYLAND 21005-3013
May 10, 2005

Contracting Division (Facilities)

SUBJECT: Request for Task Order Proposal Contract DABJ05-XX-X-XXXX,
Work Request #XXQXXXX2J

To: MATOC CONTRACTORS

Dear Madam / Sir:

Please provide a proposal for accomplishing the following:

TITLE: Heavy Armor Training Facility.

LOCATION: Down Range, AA, APG.

WORK REQUEST: XXQXXXX2J

CUSTOMER: US ARMY ORDANCE TRAINING SCHOOL.

CONTRACT AWARD TYPE: Best Value Task Order (BVTO)

PROJECT PACKAGE: Scope of Work dated 11 May 05 is attached.

CONTRACTOR PROPOSAL: Submit a detailed cost breakdown of your proposal in PULSAR, Concept Design, Scope of Work, and Construction and Design Schedule.

FUNDING: Short of Award (SOA)

ESTIMATED COMPLETION: Design and construction shall be completed within 270 Calendar Days after Notice to Proceed.

WAGE DETERMINATION: As indicated in your contract.

If you find the work acceptable, submit your proposal including concept design, scope of work, pricing printout, and schedule within 30 calendar days.

The DIO project manager is Ms. Jane Doe, (Tel 410-555-6666, FAX 410-555-6666). Your point of contact is the undersigned and may be reached at 410-278-2373 or FAX 410-278-2458.

Signed:
Sandra Smith
Contracting Officer

SECTION C - ATTACHMENT A**SAMPLE GOVERNMENT SOW**

11 May 05

SCOPE OF WORK

WORK REQUEST: XXQXXXX2J
HEAVY ARMOR TRAINING FACILITY

DESCRIPTION OF WORK: Furnish all plant, labor, materials, equipment and supervision to perform all work necessary for design and construction of Heavy Armor Training Facility in down range, Aberdeen area APG complete and ready to use.

EXISTING CONDITION: Proposed site is 3 Acre naturally wooded area, approximate 300 LF from the existing paved roadway. 100 KVA Electrical Transformer located approximately 500 LF away. 6 inch Water Main is located parallel to the existing paved roadway.

PRINCIPAL FEATURES:

1. 20' High, 4000 SF, Pre-engineered metal building on Slab on Grade. Approximate Weight of Heavy Armor Vehicle is 70 Tons or 20 LBS/Sq Inch Load pressure.
2. Approximate 2000 SF, concrete approach roads.
3. 40' x 80' Outdoor heavy Armor parking and storage area.
4. Six each, 650HP Diesel Operated Heavy Armor Vehicle exhaust systems inside the new Building complete with automatic fresh Air intake louvers.
5. Heating system for building.
6. Rest Rooms for 15 Men and 5 Women Worker.
7. Two each, 12' x 15' High, Automatic roll up service Doors and two each, 3' x 7' Personnel doors.
8. Fire Protection System including fire station auto control fire monitoring alarm control panel.
9. Energy efficient Lighting, 4 Each 110 volts and 2 each 220 Volts electrical outlets per each service Bay. Building required 400 AMP electrical control panel.

IMPORTANT SERVICES AND PERMIT REQUIREMENTS:

1. SEDIMENT AND EROSION CONTROL PLAN.
2. STORM WATER MANAGEMENT PLAN
3. UXO MAGNETOMETER SWEEP
4. DIGGING PERMIT

SUBMITTAL REQUIREMENT WITH PROPOSAL:

1. Catalog cuts for pre-engineered metal Building.
2. Concrete slab on grade calculations.
3. Lighting and electrical panel detail.
4. Design data and Catalog cuts for vehicle exhaust system.
5. Fire protection system technical data.

ADDITIONAL COMMENTS:

All work shall be performed in accordance with latest edition of the Corps of Engineers Guide Specification for Military Construction, Army Technical Manuals, Engineering Technical Letters, Architectural and Engineering Criteria, National Electrical Code, National Fire Protection Association Codes and Standards, and all applicable Post (U.S. Army Garrison, Aberdeen Proving Ground) Regulations.

SUBMISSION AND PROJECT TIME:

In order to accomplish the required design, one submission shall be made at 60%. After the 60% design reviews makes all corrections and incorporate any changes and submit the final drawings, signed and sealed. Provide a full size computer generated and reproducible drawings to match APG standard Mylar, with APG title block. In addition, provide a digitized file of the drawing on 3-½ floppy disk or CD disk in Bentley Micro-Station SE format (DGN).

EVALUATION CRITERIA:

This task order will be evaluated using the following evaluation factors. The evaluation factors are listed in order of importance.

1. Technical Evaluation
2. Overall Cost
3. Schedule of Design and Construction
4. Past Performance

SECTION C - ATTACHMENT A

SAMPLE CONTRACTOR PROPOSAL COVER SHEET

ABC CONTRACTING SERVICES, INC

AMERICA AVE, USA MD XXXXXX

TEL: XXX-XXX-XXXX

DATE: -----

Directorate of Contracting
ATTN: Name of Contracting Officer.
U.S. ARMY CONTRACTING AGENCY
APG DIRECTORATE OF CONTRACTING
4118 Susquehanna Avenue
Aberdeen Proving Ground, MD 21005

RE: MATOC Contract No. DABJ05-XX-XX-X-XXXX
W.R. NO: ----- D.O #: ----- (required for change order only)
TITLE: Heavy Armor Training Facility.
LOCATION: Down Range, AA, APG.

Name of Contracting Officer:

This cover letter, and the attached Task Order Proposal, is submitted in response to the request for Task Order Proposal for Heavy Armor Training Facility. Enclosed is our proposal in PULSAR format, based on the Government scope of work dated 11 May 05 and the changes included herein.

Following technical data sheet and calculation are submitted along with our price Proposal:

1. Site layout and building layout design drawing.
2. Pre-engineered steel building, manufactured by USA Steel Building Corp, technical data sheets, structural design detail, specification and installation detail.
3. Slab on Grade design and construction detail with calculations.
4. Exhaust System load calculations and data sheets from USA Fan Company.
5. Design and Construction schedule.

After receiving notice to proceed to complete this Task Order, we will provide following items to Government for review and approval. We will obtain all necessary permits prior to any construction.

1. Construction drawings including Civil, Structural, Architectural, Mechanical and electrical details.
2. Maryland state Approved Sediment and erosion and storm water management plans and permit.
3. Government approved Safety and Health plan for soil-gas and UXO monitoring services.
4. Excavation / Digging permit

The Amount of this proposal is \$-----

If there are questions or areas requiring additional concerning this correspondence, please feel free to contact me by tel: xxx-xxx-xxxx or e-mail -

Sincerely,
Signature / Name / Title

SECTION 01561

ENVIRONMENTAL PROTECTION

SECTION C - ATTACHMENT B

28 February 2005

1.0 GENERAL. The work covered by this section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution during, and as the result of, all operations under this contract. For the purpose of this specification, environmental pollution is defined as the introduction of, and/or presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter biological balances of importance to human life or affect other species of importance to man. The control of environmental pollution requires consideration of air, water, and land.

2.0 APPLICABLE REGULATIONS. The Contractor and his subcontractors in the performance of this contract shall comply with the Clean Air Act (CAA), Clean Water Act (CWA), Code of Maryland Regulations (COMAR) Title 09 and 26, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, commonly known as Superfund, Emergency Planning and Community Right-to-Know Act (EPCRA), Endangered Species Act, National Environmental Policy Act (NEPA), Federal Insecticide, Fungicide, Rodenticide Act (FIFRA), Occupational Safety and Health Act (OSHA), Oil Pollution Act, Pollution Prevention Act (PPA), Resource Conservation and Recovery Act (RCRA), Safe Drinking Water Act, Toxic Substance Control Act (TSCA), and all other applicable Local, State, and Federal laws and regulations concerning environmental and safety requirements, as well as the specific requirements stated elsewhere in the contract specifications.

3.0 NOTIFICATION. The Contracting Officer (KO) and/or COR will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time loss due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

3.1 IMMINENT HAZARD. If state, federal or installation regulators determine that the Contractor has or is creating a condition that may present an imminent and substantial endangerment to health or the environment they have the authority to issue project cease-and-desist without routing such notification through the COR. Such authority falls under definition of "imminent hazard" as defined by OSHA, RCRA, and other laws (see "APPLICABLE REGULATIONS" above). If so directed by persons authorized to issue such notifications, the Contractor shall comply immediately and notify the KO and/or the COR.

3.2 EMERGENCY RESPONSE. The above statements do not infer that the Contractor will wait for KO, COR and/or regulator notification before initiating corrective action for spills, leaks, fires, explosions, and/or accidents involving injuries. In the event of such incidents the Contractor shall immediately notify the Installation "Emergency Operations Center" (dial 911 on post phones or 911 from a commercial phone on or off post) and implement corrective actions to prevent further injuries or damage to the environment. All costs incurred as the result of a Contractor caused spill, leak, fire, explosions, or other accidents are the responsibility of the Contractor.

4.0 SUBCONTRACTORS. Compliance with the provisions of this section by subcontractors shall be the responsibility of the Contractor.

5.0 PROTECTION OF NATURAL RESOURCES. The Contractor shall practice pollution prevention by means of source reduction. The Pollution Prevention Act (PPA) defines source reduction as practices that reduce or eliminate the creation of pollutants through: (a) increased efficiency in the use of raw materials, energy, water, or other resources; and/or (b) protection of natural resources by conservation; and/or (c) management of personnel and control of hazardous materials to diminish or negate the introduction of pollutants into the environment.

5.1 PROTECTION OF WATER RESOURCES. The Contractor shall not pollute streams, lakes, reservoirs or natural watercourses with petroleum, oil or lubricants (POLs), bituminous materials, pesticides, calcium chloride, chlorine, acid construction wastes, sediment, or other harmful organic or inorganic materials or wastes. All work under this contract shall be performed in such a manner that pollutants are not released into ditches, storm drains, surface or groundwater (i.e. waters of the State, COMAR 26.08), adjacent to or downstream to the site.

5.1.1 Production Well Installation. Production well installation shall include modeling to determine if pumping of the production well(s) will effect any contaminants that may be present. All modeling data and information shall be provided to Directorate of Safety, Health and Environment (DSHE) through the COR for review and approval prior to well installation. All lithologic logs shall be provided to DSHE. The Contractor shall obtain State Water and Appropriation Use Permit and a Harford County Well Drilling Permit. A state of Maryland certified and licensed driller shall perform the installation.

5.1.2 Well Closure. A well closure shall be accomplished by a State certified and licensed well installer in accordance with COMAR 26.04.04.

5.1.3 Water and/or Sewer Lines. The extensions to existing lines or new installations of water lines, sewer lines, lift stations, or other water/sewerage system appurtenances shall be in accordance with COMAR 26.03.12. A water/sewerage construction permit shall be obtained if the extensions, new lines or other features do not qualify for an exemption, as determined by DSHE due to one of the following: (1) project is for normal maintenance or repair; (2) project is for plumbing inside a building being serviced; (3) project is for a building connection designed for less than 5,000 gallons per day; or, (4) project nature is minor, such as installation of a meter or valve. If the lines are not exempt the Contractor shall complete applicable portions of the Water/Sewerage Construction Permit application. The Contractor shall send the permit application along with a copy of the contract drawings and applicable specifications to the COR. The COR will send these documents to the Directorate of

Installation Operations (DIO) who in turn will review and complete the application and submit it to DSHE. DSHE will forward the application to the State of Maryland for review and approval and furnish a copy of the permit, and any changes through the COR to the Contractor for correction or action. Construction shall not proceed until the permit is issued by the State.

5.1.4 Septic Systems. Septic systems with drain fields shall not be installed at Aberdeen Proving Ground (APG). A holding tank is allowed; provided it meets the design requirements and specifications of COMAR 26.04.02 and 26.08.07 and are registered with DSHE.

5.1.5 Groundwater and Dewatering. Portions of the Aberdeen and Edgewood Areas of Aberdeen Proving Ground are known to have groundwater contamination. If groundwater is encountered during excavation and de-watering is required, sampling and total composition analysis (i.e., determination of 100% of all constituents of the sample), including any specialized analyses, shall be accomplished to determine the proper method of disposal unless otherwise directed by DSHE through the COR. The Government will perform the sampling and analyses unless otherwise specified. This shall be done in accordance with EPA and State methods. For remedial actions conducted under CERCLA, the Contractor shall be responsible for this sampling. To prevent delays during construction the groundwater shall be sampled and analyzed at the earliest construction phase (applicable if a high water table would infiltrate the excavation) in order to alleviate any unnecessary delays in the execution of the project. Analytical results will be reviewed by Directorate of Safety, Health and Environment (DSHE), Environmental Engineering Branch (EEB) (410) 278-4099 and proper de-watering/disposal method(s) will be provided to the Contractor via the KO or COR. If the work is to be performed on or near a CERCLA (Superfund) site the Government will advise the Contractor of applicable work requirements and agreements.

5.2 PROTECTION OF AIR RESOURCES. The Contractor shall protect against the emission of hazardous substance (s) to air that cause or contribute to air pollution that may reasonably be anticipated to endanger health, welfare and the environment.

5.2.1 Burning. Burning in most instances is not permitted. The Contractor shall obtain written approval from the DSHE Air Permits Officer and Fire Department prior to burning of any substance or waste. Burning permits for debris will be issued on a case-by-case basis. The section is not applicable to welding, cutting, brazing, soldering, etc.

5.2.2 Dust Control. The Contractor shall maintain all work areas free from dust that would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling with water, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling with water, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. The use of chemical substances to control dust pollution during construction shall be approved by Installation Air Permits Officer in writing through the COR prior to application of such substances. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

5.2.3 New Air Source Permits and Registration. All new air emission sources (hoods, volatile substance storage tanks, spray booths, stationary equipment, or other similar type items) that do not qualify for an exemption under the COMAR shall be permitted and/or registered with the State. The Contractor is responsible for providing the necessary information for the air permit application to the responsible DSHE program manager through the COR. The completed application will be submitted by DSHE to the State of Maryland. The construction or modifications shall not start without written State approval.

5.2.4 Permits to Construct Boilers. Boilers in excess of 1 million British Thermal Units per hour (BTU) to 10 million BTU require a permit to construct ("construct" includes "modifications" COMAR 26.11.01.01). Boilers in excess of 10 million BTU require a permit to construct and a New Source Performance Standards (NSPS) permit, and typically will require a public hearing depending on the community input. These permit applications shall be prepared and forwarded through the COR to the responsible DSHE program manager. Completed permit applications will be forwarded to the State of Maryland for approval. The construction or modifications shall not start without written State approval.

5.2.5 Generator Sets. Generators that have a horsepower rating of 1,000 brake horsepower or more are required to have a permit to construct (COMAR 26.11.02.03.A. (6). (e)). The construction shall not start without written State approval.

5.2.6 Materials Containing Semi-Volatile/Volatile Organic Compounds (VOCs). The Contractor shall minimize use of volatile (i.e., benzene, methylene chloride, toluene, etc.) and semi-volatile (i.e., dichlorobenzene, trichlorobenzene, etc.) organic compounds in order to reduce fugitive air emissions during construction. Volatile and semi-volatile organic materials are contained in such products as paint, solvent, cleaner, sealer, glue, mastic, etc. Under no circumstance shall the Contractor install materials (i.e., paint, glue, sealer, mastic, insulation, etc.) that continue to leach chemicals to the environment after cure.

5.2.7 Ozone Depleting Chemicals (ODC) and Ozone Depleting Substances (ODS).

The Contractor's use or installation of ODC (i.e., Methyl chloroform (MCF), 1, 1, 1-Trichloroethane (TCA), Carbon Tetrachloride (CCI), CFC-113, etc.) and Class 1 ODS (i.e., R-11 (CFC-11), R-12 (CFC-12), R-13 (CFC-13), R114 CFC-114), R-500, R-502, R503, etc.) are not permitted under this contract.

5.2.7.1 COMAR 26.11.33 (Air Quality, Architectural Coatings) sets VOC limits for many types of architectural coatings. Under this regulation the term "architectural coating" means a coating applied to stationary structures or their appurtenances at the site of installation, portable buildings at the site of installation, pavements or curbs. It does not include coatings applied in shop applications or to non-stationary structures such as airplanes, ships, boats, railcars, or automobiles. If a product is used that falls within the scope of this regulation, it shall comply with the set VOC limits. Products containing VOCs that exceed the regulatory limits are banned from sale or use in the State of Maryland effective January 2005.

5.3 PROTECTION OF LAND RESOURCES. The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction and shall

appear to be natural and not detract from the appearance of the project. To the greatest extent possible, the Contractor shall confine his construction activities to areas defined by the plans and specifications.

5.3.1 Protection of Trees, Shrubs, and Vegetation. The Contractor shall be responsible for the protection of the tops, trunks and roots of all existing trees, shrubs, and vegetation that are to be retained on the site. Protection shall be maintained by the Contractor during their entire stay at the site and shall not be removed without the consent of the Contracting Officer. If the Government determines that protective devices are insufficient, additional protective devices shall be installed at the instruction of the Contracting Officer or COR.

5.3.1.1 Heavy equipment, vehicular traffic, or stockpiling materials shall not be permitted within the drip line of trees and/or shrubs to be retained.

5.3.1.2 No toxic materials shall be stored within 100 feet from the drip line of trees to be retained or exposed to the elements.

5.3.1.3 Except for area shown on the plans to be cleared, the Contractor shall not deface, injure, or destroy trees, shrubs or vegetation, nor remove or cut them without specific written authorization. Existing nearby trees or shrubs shall not be used for anchorage unless specifically authorized by the Contracting Officer in writing. Where such special emergency use is permitted, the Contractor shall first adequately protect the trunk with a sufficient thickness of burlap over which softwood cleats shall be tied.

5.3.1.4 No protective devices, signs, utility boxes or other objects shall be nailed to trees to be retained on the site.

5.3.2 Restoration of Landscape Damage. Any tree, shrub, vegetation or other landscape feature scarred or damaged by the Contractor's operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Contracting Officer will decide what method of restoration shall be used, and whether damaged trees shall be treated, healed, removed, disposed, and/or replaced. All scars, wounds, cuts or stumps from limbs removed shall be immediately coated with an approved wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes is not permitted. The use of climbing spurs is not permitted for tree climbing. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving in the opinion of the Contracting Officer, shall be immediately removed and replaced with a nursery-grown tree or healthy tree moved from another location of the same species. Replacement trees and shrubs shall be of the same size as those removed. The Contractor shall remain responsible for the maintenance of replacement trees, shrubs, and vegetation until it is determined that the replacement is viable and can be sustained without other than routine care.

5.3.3 Soil Erosion and Sediment Control. The Contractor shall maintain soil erosion and sediment controls on all excavations (Aberdeen Proving Ground Regulation (APGR) 200-40 and Army Regulation (AR) 200-3) even if a plan approved by the State of Maryland is not required. The Contractor shall develop and submit a soil and sediment control plan (inclusive of temporary road construction, construction of temporary embankments and excavation for plant and/or work or staging areas) to be disturbed is in excess of 5,000 square feet or the excavation exceeds 100 cubic yards of either cut or fill material or a combination of the two. DSHE is the single point of contact for regulatory plans and environmental permits. The COR will provide the State approved plan to the Contractor. The Contractor shall not commence grading or excavation until the State-approved plan is received. During construction and maintenance of soil erosion and sediment control devices, the Contractor shall ensure of an on-site supervisor who holds State of Maryland "Soil Erosion and Sediment Control" certification.

6.0 POLLUTION PREVENTION ACT (PPA), EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (EPCRA), AND APPLICABLE EXECUTIVE ORDERS (EO). The Contractor shall comply with Executive Order (EO) #13148 (Greening the Government Through Leadership In Environmental Management), EO #13101, Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition and EO #13123, Greening the Government Through Efficient Energy Management, and RCRA 6002 (Federal Procurement). The contractor shall accomplish the following:

6.1 Green Procurement/ Environmentally Preferable Products (EPP). The Government requires the use of recoverable/recovered materials and products identified in the EPA's Comprehensive Procurement Guideline (CPG). All materials and products intended for use within this contract shall meet the recommended minimum content standards identified in the Recovered Materials Advisory Notices (RMAN).

- a. Use products with post-consumer recycled content.
- b. Use products that are recyclable.
- c. Use low toxicity or non-toxic products.
- d. Use and install low maintenance products.

6.1.1 Green procurement and Federal Acquisition requirements emphasize the need to ensure that EPA designated products containing post consumer recycled content are integrated into construction and that the use of products containing virgin materials are minimized to the greatest extent practicable.

6.2 Green Building. The contractor shall comply with EO 13101 (Greening the Government through Waste Prevention, Recycling, and Federal Acquisition), the Federal Acquisition Regulation (FAR), and APG Green Building Initiative Policy and incorporate green building principles and practices into APG construction projects.

6.2.1 The contractor shall perform design and undertake construction with knowledge and consideration of potential impacts to both natural and man-made environments. The contractor shall prevent pollution in all project stages, conserve natural resources, minimize adverse impacts to biological and human environments and maintain historical and cultural integrity.

6.2.2 During the construction, demolition and/or renovation process the contractor shall minimize adverse acoustical impacts, mitigate adverse air quality impacts to the indoor environment and the atmosphere, employ environmentally sound practices in site layout and landscape, maximize energy efficiency and use of renewable energy sources, protect and conserve water resources and maximize recycling and waste minimization.

6.3 ENERGY CONSERVATION. The contractor shall provide Energy Star or other energy efficient products.

6.3.1 Lighting. The Contractor shall only install energy efficient lighting fixtures, bulbs, fluorescent tubes, switches, and equipment.

6.3.1.1 Lighting and Pollution Prevention. Fluorescent lamps, and other HID lights when tested for disposal typically will exceed the TCLP (toxic characteristic leaching procedure) limit for mercury, and are a hazardous waste. The Contractor shall comply with pollution prevention mandates (Presidential Executive Order #13148 and the Pollution Prevention Act) and install fluorescent lamps, HID lights, and bulbs that are either mercury-free or the mercury content is below the current hazardous waste standard of 0.20 ppm (parts per million). Fluorescent lamps, HID lights, and bulbs that routinely contain mercury shall have permanent manufacturer labeling stating that the lamp, light, or bulb "Contains Mercury" or is "Mercury-Free." Fluorescent lamps and HID lights containing mercury shall be returnable to the manufacturer for regeneration/recycling to the greatest extent possible.

6.4 PAINT, LATEX (ARCHITECTURAL AND ARCHITECTURAL ANTI-CORROSIVE). The following specifications and restrictions apply to all architectural and architectural anti-corrosive paints used during the course of this contract.

6.4.1 Paint Volatile Organic Compound (VOC) Restrictions. Due to the documented health risks associated with high VOC levels the limits listed in Table 1 list maximum allowable VOC content (grams/liter and pounds/gallon) for each type of paint.

Table 1. Aberdeen Proving Ground (APG) VOC Limits for Paints

<u>Type of Paint</u>	<u>VOC (grams/liter)</u>	<u>VOC (pounds/gallon)</u>
Interior Architectural Flat	50 g/l	0.42 lb/gal
Non-Flat	150 g/l	1.25 lb/gal
Exterior architectural Flat	100 g/l	0.83 lb/gal
Non-Flat	200 g/l	1.66 lb/gal
Anticorrosive Flat	250 g/l	2.1 lb/gal
Semi-Gloss	250 g/l	2.1 lb/gal
Gloss	250 g/l	2.1 lb/gal

6.4.2 Paint Inorganic Component Restrictions. Paints often contain inorganic and organo-metallic components used as preservatives, additives, and pigments. Table 2 lists the base inorganic components prohibited by Aberdeen Proving Ground standards.

Table 2. Inorganic Components Prohibited by Standards for Paints

Antimony
Cadmium
Hexavalent
Chromium
Lead
Mercury

6.4.3 Paint Organic Compounds Restrictions.

Organic chemical compounds in paint affect a number of paint characteristics from how smoothly the paint flows to its freeze resistance. Table 3 lists all compounds prohibited from use under this contract.

Table 3. Prohibited organic compounds.

Methylene chloride
1,1,1-Trichloroethane
Benzene
Toluene (methylbenzene)
Ethylbenzene
Vinyl chloride
Naphthalene
1, 2-Dichlorobenzene
Di (2-ethylhexyl) phthalate
Butyl benzyl phthalate
Di-n-butyl phthalate
Di-n-octyl phthalate
Diethyl phthalate
Dimethyl phthalate
Isophorone
Formaldehyde
Methyl ethyl ketone
Methyl isobutyl ketone
Acrolein
Acrylonitrile

6.4.4 Packaging. The paint cans and their components shall not be fabricated with lead.

6.5 Emergency Planning and Community Right-to Know

6.5.1 EPCRA Requirements

6.5.1.1 The contractor shall inform workers, subcontractors, and Aberdeen Proving Ground of all hazardous materials that will be used during the contract.

6.5.1.2 The contractor shall secure all hazardous materials from the elements, leakage, and entry by unauthorized individuals.

6.5.1.3 The contractor shall maintain active current inventories of all hazardous material and hazardous waste that they manage on-site.

6.5.1.4 The contractor shall maintain a current Material Safety Data Sheet (MSDS) file for each and every hazardous material used on-site (APG) during this contract.

6.5.2 EPCRA Reporting

6.5.2.1 The contractor shall provide the installation DSHE Environmental Compliance Division (ECD) Pollution Prevention Office a list of all hazardous and regulated materials brought onto the installation during execution of the contract. No exceptions.

6.5.2.2 An initial list shall be provided before any hazardous materials are brought onto the installation. The list shall include chemical/brand name, quantity (in pounds only) with an attached copy of the material safety data sheet (MSDSs) for each item listed. Additions to the quantities previously listed and new items shall be provided over the life of the contract as the contractor determines the necessity to bring more hazardous materials onto the installation.

6.5.2.3 At the end of the contract or 31 December of each calendar year, whichever comes first, the contractor shall provide the total amount of each chemical used, total amount of waste residues, and total amount of excess hazardous or regulated material removed from the installation or turned over to the Government for use.

6.6 After meeting the requirements of Section 6.0 of this specification only hazardous and regulated material essential to the performance of the contract shall be brought onto the installation.

7.0 LOCATION OF STORAGE AND SERVICE FACILITIES. The location of the Contractor's storage and service facilities shall be limited to job/construction site. The preservation of the landscape shall be a prime consideration in the selection of all sites and in the construction of buildings. Plans showing storage and service facilities, including storage tanks shall be submitted for written approval to the Contracting Officer. Where buildings or platforms are constructed on slopes, the Contracting Officer may require cribbing to be used to obtain level foundations. Bench or leveling of earth is not permitted without written Government approval.

7.1 HAZARDOUS MATERIAL STORAGE TANKS AND FACILITIES. The contractor shall assure that all hazardous material storage tanks and facilities are physically separated from immediate working area. Hazardous material storage facility(s) and tank(s) shall be secured from the elements and entry by authorized individuals. Tanks shall have secondary containment to protect against leaks and grounded to protect against electrical charges and sparking. All delivery or loading surfaces shall be impervious and curbed where necessary to insure against spills and leaks to land or water. If secondary containment is open to the environment it shall be designed and maintained to prevent migration of hazardous materials into ground water, surface water, or evaporation into the air.

7.2 STORAGE AND STAGING OF WASTE. The Contractor shall not store hazardous waste (as defined by 40 CFR, Part 261) for a period of more than (90) calendar days. The Contractor shall obtain written Government approval before the storage of hazardous waste. Wastes removed from CERCLA clean-up actions shall be stored as indicated in the specifications unique to the clean-up action. Transport of hazardous waste on to APG is forbidden, including transport of hazardous material/waste over public roads (i.e., from the Edgewood Area to the Aberdeen Area or vice-versa). Upon determination that a waste is hazardous the Contractor shall immediately notify the DSHE for in order to determine pick-up, transportation and waste disposition requirements. The Contractor shall containerize, label, stage, and manage the waste while awaiting pick-up. In addition, the containerization, labeling, removal, transportation, and disposal of hazardous materials and waste shall be accomplished in accordance with the requirements outlined in State of Maryland Regulation (COMAR Title 26), Federal EPA (40 CFR), Department of Transportation (DOT) (49 CFR), Occupational Safety and Health Administration OSHA (29 CFR), Department of Army applicable regulations, Aberdeen Proving Ground RCRA/TSCA Part B permit and applicable local regulations. All costs incurred for the disposal of Contractor-generated hazardous waste are the responsibility of the Contractor.

7.2.1 Roll-offs. The covered top roll-offs used to store hazardous waste shall be approved for hazardous waste and marked as required by hazardous waste regulations.

8.0 PESTICIDES. The methods, application and use of pesticides shall be reviewed and approved by the Government in writing. The Contractor shall obtain the necessary application and handling standard operating procedures (SOPs) from the APG Entomologist for correct guidance to prepare the application plan. Additional references include CHPPM "Pesticide Hotline," AR420-76, Technical Manual (TM) 5-629 and TM 5-632."

9.0 DISPOSAL OF WASTES

9.1 HAZARDOUS WASTE. The Contractor shall not transport or dispose of any Government-generated hazardous waste (pre-existing wastes on Aberdeen Proving Ground). The transport of hazardous waste onto Aberdeen Proving Ground by the Contractor is forbidden. The Government will dispose of Government generated hazardous waste through the DSHE Treatment, Storage and Disposal Facility (TSDF) and the Contractor shall coordinate through the COR to arrange for pick-up and disposal by the Government. The Contractor shall make arrangements through the COR for the disposal of Contractor generated hazardous waste (wastes generated as a result of Contractor operations) on the installation during the course of the contract. All fines and costs incurred for the clean up, storage, containerization, transportation, disposal and management of Contractor-abandoned hazardous waste shall be the responsibility of the Contractor.

9.2 NON-RCRA/TSCA AND INDUSTRIAL WASTES. The method of disposal, transporter, and the disposal site for non-RCRA and/or industrial wastes shall be approved in writing by DSHE-TSDF manager. The Contractor shall submit this information through the COR to the DSHE-TSDF for approval in writing. All copies of the shipping manifests shall be forwarded to DSHE-ECD (TSDF) through the COR within 24 hours. Commercial site receipt copies of manifests and/or bill of lading shall be provided through the COR to the DSHE-ECD (TSDF) within (20) calendar days of shipment from the installation.

9.3 SURETY/SUSPECT SURETY MEDIA AND DEBRIS. The Contractor shall not dispose, handle or remove any surety items. Only the Government will handle, remove or dispose of surety items.

9.4 MIXED WASTE (RCRA/TSCA/NRC/ETC.). The Contractor shall not transport or dispose any mixed waste. The removal and disposal of mixed wastes will be performed by the Government.

9.5 RADIOLOGICAL WASTE. The contractor shall submit a request through the COR to the responsible DSHE program manager and receive approval prior to any action to demolish or remove radiological waste/debris. All radiological waste disposals will be performed by the Government.

9.6 SOLID WASTE. The contractor shall coordinate all demolition/removal/disposal action(s) of construction/demolition (rubble) wastes with the Government.

10.0 SPECIFIC DISPOSAL METHODS.

10.1 BUILDING DEMOLITION. Demolition debris from buildings identified as contaminated through field surveys, known to contain environmental contaminants, or suspected of being contaminated, shall be removed and disposed of by methods consistent with protecting the environment. The demolition shall be accomplished without the release of gas, solid or liquid matter to the environment. The following references apply:

- a. Code of Maryland Regulations (COMAR) 26.11.06.03.D (3)
Particulate Matter from Materials Handling and Construction
- b. COMAR 26.11.06.02 Visible Emissions
- c. COMAR 26.11.06.08

10.1.1 Disposal of Lead Painted Building Debris. Building and/or building demolition debris shall be Toxicity Characteristic Leaching Procedure (TCLP) lead tested prior to either demolition or disposal if lead paint was identified during the field survey. The TCLP lead testing shall be performed by a Government approved sampling and/or analyses Contractor(s). The Contractor shall be responsible for the proper handling, containerization, labeling, and storage until removal for disposal.

10.1.2 Lead Contaminated Hazardous Waste (5ppm or greater TCLP). Debris contaminated with a TCLP lead reading of 5 ppm (mg/l) or greater is a hazardous waste. Lead-contaminated debris determined to be a hazardous waste shall be placed in a roll-off drum or any other container approved for hazardous waste storage. All containers shall be labeled with a hazardous waste label and annotated with the following "lead contaminated debris, EPA D008" in accordance with RCRA hazardous waste regulations. The Government will dispose all hazardous waste generated. The Contractor shall contact DSHE program manager through the COR to make arrangements for pick-up and disposal of all hazardous waste.

10.1.3 Lead Contaminated Debris (less than 5 ppm TCLP). Lead contaminated debris (less than 5 ppm) is an industrial waste. Most rubble fills do not have liners and leachate collection systems. This type of contaminated debris shall be disposed of in a lined landfill (COMAR 26.04.07.19. reference Maryland Department of the Environment Lead Paint Hazard Fact Sheet #6).

10.2 DEMOLITION OF ELECTRICAL EQUIPMENT CONTAMINATED WITH POLYCHLORINATED BIPHENYLS (PCB). Electrical equipment (i.e., transformers, switches, capacitors, ballast, etc.) which contains PCB-contaminated dielectric materials shall be handled as a hazardous waste as required by the Toxic Substances Control Act (TSCA). The Government shall dispose the PCB contaminated items, unless previous written approval has been granted by DSHE program manager through the COR for disposal other than through the installation hazardous waste Contractor. The Contractor shall weigh, containerize, and label all PCB contaminated equipment and debris in accordance with applicable regulations.

10.3 DEMOLITION OF ELECTRICAL (MERCURY) EQUIPMENT. Electrical items (i.e., switches, thermostats, thermometers, bulbs, fluorescent tubes, and other electrical items) containing toxic characteristic leaching procedure (TCLP) mercury in concentrations of 0.20 ppm (parts per million) or greater shall be consolidated, containerized, and labeled by the Contractor for final disposition by the Government.

10.4 ASBESTOS DISPOSAL. The Contractor shall provide a disposal plan, transporter and disposal site information through the COR to the DSHE-TSDF for written approval. There shall be no off-site transportation or disposal of asbestos containing wastes until the DSHE-ECD (TSDF) reviews and approves in writing the disposal plan, transporter, method of disposal, and the disposal site. All completed manifests/bills of lading, and the analytical results of the waste shipped by the approved transporter/disposer shall be returned to the DSHE-ECD (TSDF) through the COR within 24 hours of shipment. The signed disposal facility copy shall be returned through the COR to the DSHE-ECD (TSDF) within (20) calendar days of shipment.

10.4.1 Asbestos/Lead Paint Waste/Debris. Waste/debris containing asbestos, and 5 ppm (mg/l) or greater lead determined by the TCLP test, is a mixed RCRA/TSCA waste. It shall only be disposed of at a licensed Government approved disposal facility. The Contractor shall containerize, mark, and stage the waste for Government removal. All containers of lead contaminated debris (5 ppm or greater) shall be packaged and labeled and managed as a hazardous waste in accordance with State and Federal regulations.

10.5 DEMOLITION OF REFRIGERATION EQUIPMENT. The Contractor shall not release refrigerants/ ozone-depleting substances (ODS), or ozone-depleting chemicals (ODC) to the environment during demolition or up-grade of the existing system. All service personnel shall have the necessary training and certifications to accomplish such removal actions. All equipment shall meet U.S. Environmental Protection Agency (EPA) (40 CFR 82.158(b) (1)) and/or Air Conditioning and Refrigeration Institute (ARI) 740-1993 standards and certifications. At the discretion of the Government the contractor shall either recover all Freon for reuse or turn the recovered Freon over to the Government for shipment to DOD Reserve Bank, or disposal. The contractor is prohibited from releasing Freon to the land, water or air.

10.6 CONTAMINATED SOIL STAGING AND DISPOSAL.

The Contractor shall not deposit, spread or dispose of any excavated soils removed from Aberdeen Proving Ground contaminated site(s) unless specifically authorized by the Government in writing to dispose of such soils at a Aberdeen Proving Ground or commercial site. The Contractor shall comply with all EPA 40 CFR, RCRA Subtitle C and D requirements while excavating, staging, storing containerizing, transporting, and/or disposing of contaminated soils. Contaminated soils shall be stored on and covered with 30 ml plastic to minimize emissions and run-off. Storage piles shall be surrounded by straw bails to minimize erosion and capture run-off during inclement weather. If the work is to be performed on or near a CERCLA (Superfund) site the Government will advise the Contractor of applicable work requirements and agreements. In most cases 100% total composition analysis shall be accomplished of sample for environmental purposes. Waste analyses (EPA and/or State methods) are required prior to disposal.

10.7 REMOVAL ACTIONS FROM NON-NATIONAL PRIORITY LIST (NPL) SITES. Some areas of the Aberdeen and the entire Edgewood Area of Aberdeen Proving Ground are suspected or known contaminated areas. To greatest extent practicable sampling/analysis for environmental purposes shall be accomplished during the soil boring/evaluation process or during occupational sampling process prior to excavation of soils for those sites with out adequate analysis results. All soils, debris, materials or wastes, that are known to be hazardous waste shall be containerized, stored, transported, and disposed in accordance with COMAR 26.13 and 40 CFR. The 90-day rule applies from the time that the waste is removed from the ground. The Contractor shall properly stage and manage the waste while waiting for Government pick-up. The Contractor shall expeditiously (within 24 hours) arrange for pick-up.

10.8 SUSPECT HAZARDOUS WASTE MEDIA AND DEBRIS. The 90-day storage/removal rule applies if the removed soils, debris, materials or waste are suspected to be a hazardous waste. The Contractor shall properly stage and manage the waste while awaiting composition analyses and Government pick-up. The Contractor shall expeditiously arrange for pick-up.

10.9 MEDIA AND DEBRIS OF UNKNOWN COMPOSITION. If the removed soils, debris, materials, or waste are of unknown composition then the 90 day storage requirements begin once the analysis determines the material to be a hazardous waste. Staged materials shall be stored on impervious surfaces in a bermed area with a cover, lined roll-off with cover, or similar covered containment device to protect from exposure to the elements. The storage or staging site shall be inspected and managed to ensure against leakage or emission of hazardous constituents that may be contained in the waste. The sampling and analysis will be conducted in a timely manner by the Government. For remedial actions conducted under CERCLA, the Contractor shall be responsible for this sampling.

10.10 MEDIA AND DEBRIS FROM INSTALLATION RESTORATION PROGRAM (IRP) SITES. All wastes (media/debris) to be staged or removed from any IRP site shall be handled in accordance with state and federal guidance provided in interagency agreements and identified in other specifications of this project. The contractor shall have the required credentials/licenses to perform work on an IPR site. Disposal of media/debris in corrective action management units (CAMU) or other approved sites shall be managed in accordance with all applicable Federal and State agreements and regulations. Investigative derived wastes shall be properly containerized, labeled, stored and managed until final disposition. The Government will dispose of all media and/or debris determined to be hazardous waste. Arrangements for disposal shall be made with the DSHE program manager through the COR.

10.11 CONTAMINATION ENCOUNTERED DURING CONSTRUCTION. If contamination is encountered during excavation or construction, the site must be remediated before the activity can continue. The Contractor shall immediately notify DSHE program manager through the COR if any contamination or suspect contamination is detected or if remediation is required (see paragraph 16.4).

10.12 INDUSTRIAL WASTE. Contractor generated industrial waste shall not be stockpiled on-site for more than (30) calendar days.

10.13 LIQUID STRIPPER WASTE. Liquid wastes (from stripping lead paints etc.) shall be containerized in compatible containers, marked as hazardous waste and labeled as to the actual contents in accordance with RCRA hazardous waste regulations.

11.0 SEWER DISCHARGES. The Contractor shall perform analyses to determine the composition of all media that are proposed for discharge to the sewer system. The Contractor shall assure that the discharge is within Aberdeen Proving Ground permit parameters. The Contractor's laboratory shall meet the requirements of Section 17 of this specification. As a quality assurance measure the Government will randomly verify analytical results through Government or contract laboratories.

11.1 STERILIZATION/DISINFECTION. Waters with detectable chlorine shall not be discharged to the waters of the State (note the State includes groundwater and surface waters as waters of the State). The Contractor shall obtain approval in writing from the responsible DSHE program manager through COR.

12.0 QUARANTINED AREA BY DEPARTMENT OF AGRICULTURE. The installation is within an area that has been quarantined by the Department of Agriculture to prevent the spread of certain plant pests that may be present in the soil. The Contractor shall thoroughly clean all soil residues from all vehicles, construction equipment at the construction site by high-pressure washer or other methods that will assure complete removal. Water use will be restricted to the minimum to clean a vehicle. Non-chlorinated water from washing must stay on site and not be allowed to run-off to waters of the State. Chlorinated wash waters must be diverted to a sanitary sewer. The Contractor shall make arrangements and obtain written authorization through the COR to use wash racks on post. Hand tools shall be thoroughly cleaned by brush or other means to remove all soils. Transporting and disposal of soils and related debris will be in accordance with quarantine requirements.

13.0 HISTORICAL SIGNIFICANCE AND UNEARTHING OF ARTIFACTS. Project areas shall be reviewed for impact to cultural resources prior to any ground disturbance. If artifacts or items of significance are unearthed or discovered during construction the Contractor shall cease the action and immediately notify the DSHE program manager through the COR. It is a Federal offense for unauthorized person(s) to recover artifacts from federal property.

13.1 The Contractor shall not demolish, modify or alter a historical structure or area without the written consent of the Installation Historic Preservation Officer and/or the State Historical Preservation Office (SHPO). All archaeological areas and historical structure SHPO applications and design modifications to historic structures require DSHE approval prior to issuance of the "notice to proceed."

14.0 PROHIBITED MATERIALS DURING CONSTRUCTION AND RENOVATIONS, POLLUTION PREVENTION.

Materials/items/equipment used for construction and renovations shall not be of a nature that they will cause environmental damage, contribute to future environmental concerns or disposal problems.

14.1 DIELECTRIC FLUID CONTAINING ELECTRICAL EQUIPMENT. The Contractor shall not install any new electrical equipment (capacitors, lighting, ballasts, etc.) that contains any PCBs. All equipment shall be permanently labeled by the manufacturer as PCB free.

14.2 LIGHTING. Fluorescent Lamps and HID lights when tested for disposal will typically exceed the TCLP limit for mercury, and are hazardous waste (OSWER, EPA, DC, letter dated 7 Dec 1992; and report dated 14 May 1993). All fluorescent lamps, HID lights, and bulbs shall be permanently labeled by the manufacturer as "Containing Mercury" or "Mercury-Free." Mercury containing items shall be returnable to the manufacturer for regeneration or recycling to the greatest extent possible.

14.3 PAINT (PROTECTIVE COATING). All architectural (interior and exterior) and anti-corrosive paints shall meet the Aberdeen Proving Ground/EPA/Industry/Green Seal GS-03 Standard of the Environmental Protection Specification-01561 (see sections 6.4 through 6.4.4) for chemical and packaging restrictions and COMAR 26.11.33 (Air Quality, Architectural Coatings). The Contractor is responsible to ensure that all paints are environmentally preferable and are of either low-toxic or non-toxic composition. All paints shall be free of persistent bio-accumulative toxins-PBTs (e.g. lead, mercury).

14.4 ASBESTOS RESTRICTIONS. Asbestos containing materials shall not be installed. Where material matching (i.e. roof corrugated sheeting, building siding) is required, equivalent concrete based or other equal substitutes shall be used.

14.5 SOLDER AND FLUX. Solder and flux shall be heavy metal free (i.e., lead, cadmium, silver, etc.) to the greatest extent possible.

15.0 RADIATION EMITTING EQUIPMENT. Any radiation emitting equipment, sources, materials, and other similar type items must be properly, registered, licensed, etc. The Contractor shall obtain the commander's written approval prior to bringing any sources on to Aberdeen Proving Ground.

16.0 ENVIRONMENTAL PERMITS. The Contractor shall not proceed with the construction, renovation, or modifications until all of the required regulatory approval or permits are obtained. Any penalties, fines or costs resulting from stop orders due to actions proceeding without approval/permits shall be assessed against the Contractor.

16.1 RCRA PERMITTED FACILITIES. State of Maryland notification is required for all upgrades, additions, and/or changes to a RCRA permitted facility. The user/Contractor shall supply the required specifications, drawings, description of work, and pertinent data through the COR to DSHE so it can be forwarded to the State. The work shall not be performed until the State approval is received.

16.2 UNDERGROUND STORAGE TANK (UST) AND ASSOCIATED SYSTEM COMPONENTS. If any of the installation or maintenance of fuel oil lines that involve the connection to underground fuel oil piping or changes to a UST system or system installation requires a Maryland certified installer. The certified installer shall be present on site during all installation actions. The connections shall be made in accordance with COMAR 26.10 and the complete system shall be precision tested after completion with a State approved method. The Contractor shall notify DSHE program manager through the COR prior to installation or maintenance work to ensure that all State registration and notification requirements have been met.

16.3 HAZARDOUS MATERIAL, INDUSTRIAL WASTE AND RCRA WASTE HOLDING TANKS. The contractor shall notify DSHE program manager through COR prior to installation or removal of tank(s). All RCRA storage or treatment tanks that exempt from RCRA permitting requirements shall be State registered (COMAR 26.13.03.05.E (1) (i)) prior to placement into service. The Contractor shall provide the following information within (30) calendar days of installation or removal of any tanks.

- a. Date of installation.
- b. Secondary containment capacity.
- c. Type of installation: aboveground, on-ground tank, or underground.
- d. For underground tanks, whether the tank can be entered for inspection.
- e. Chemical name, CAS number and/or waste code(s) of each hazardous material or hazardous waste stored or managed in the tank.

16.4 HAZARDOUS AREA WORK PERMITS OR SITE SPECIFIC HEALTH AND SAFETY PLANS. Hazardous materials include, but are not limited to, chemical surety materials, hazardous chemicals, carcinogens, asbestos, explosives, radioactive materials, UXO's, etc. However, if during such operations such as excavation or demolition, hazardous materials should be encountered, Contractor personnel shall immediately discontinue work in that area and notify DSHE through the COR. These hazardous materials may be encountered at work sites at Aberdeen Proving Ground. Where work sites are in known or suspected to contain hazardous materials, a Hazardous Area Work Permit (HAWP) will be included in the Statement of Work. The Contractor shall also develop a Site Specific Health and Safety Plan prior to initiating work on the site. Similarly, where excavation is required, an excavation permit is required. These permits will indicate the type of hazard and the special requirements to be followed in the work area. The Contractor shall post a copy of the permit(s) in full view at the work site. The Contractor shall be responsible to inform all his personnel and assure they conform to all special requirements directed by the permit(s). This conformance will be monitored by Installation Safety Officer or his designated representative. Non-conformance shall result in a work stoppage until the situation is corrected to the satisfaction of the COR, at no expense to the Government.

16.4.1 The work site is not known or suspected to contain hazardous if a HAWP, requirement for a safety and health plan, excavation permit, and/or statement regarding hazardous materials is not included in the Statement of Work. However, during operations such as excavation or demolition, hazardous materials may be encountered. Contractor personnel encountering hazardous or unknown materials in which they are unsure of possible contamination or action to take, shall immediately discontinue work in that area and notify the responsible DSHE program manager through the COR or his representative. Work may resume after the identification of material and/or the Government takes appropriate actions and notifies the Contractor of work restraints, if any, caused by the material.

16.4.2 Claims for additional costs due to requirements beyond the scope of the Statement of Work shall be submitted in accordance with applicable contract clauses.

16.5. National Environmental Policy Act (NEPA). The Contractor shall ensure that an approved NEPA document, a written "Categorical Exclusion (CX)" or Record of Environmental Consideration (REC), Environmental Assessment (EA), or an Environmental Impact Statement (EIS) is provided with the "notice to proceed." All delays and costs associated with NEPA approval and/or validation after issuance of the "Notice to Proceed" are the responsibility of the Contractor.

17.0. CONTRACTOR'S SUPPLIED SAMPLING AND ANALYSIS SERVICES. All sampling and/or analysis laboratories shall be EPA and/or State certified and licensed. In some instances other Federal Agencies or national certifications may apply. All U.S. Army Corps of Engineers (ACOE) managed projects shall require ACOE Certification. The laboratory shall submit the Quality Assurance/Quality Control

(QA/QC) plan, Health and Safety Plan, Sampling and Analysis Plan/EPA methods/SOPs, certifications and accreditation through the COR to DSHE program manager for approval. The Contractor is responsible for assuring that the analysis laboratory is qualified and has the licensing/certification to perform the sampling and/or analysis required.

END OF SECTION 01561

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

CONFLICT OF INTEREST PROVISION

I.2 Organizational Conflict of Interest Provision:

The contractor acknowledges that it is familiar with Federal Acquisition Regulation (FAR) 9.5 and agrees that it will avoid conflicts of interest and to the maximum extent, the appearance of conflict of interest, in accordance with the procedures set forth in the FAR.

The contractor agrees, with respect to performance of task orders under the resultant contract for APG's multiple award construction task order contract (MATOC) to abide by the following conflict of interest provisions:

If in the performance of past, present or future non MATOC contract efforts, the contractor or his subcontractors will have knowledge of or have access to information, whether written or verbal, which pertains to any task order solicited under the resultant MATOC contract, the contractor shall immediately send the Contracting Officer written notice of the conflict of interest. The contractor's notice shall include his contract number, task order work request number, job title, building number or area location and a written explanation of the conflict of interest.

Under such circumstances, the contractor shall be excluded from competition for that particular task where a conflict of interest exists.

If at any point during the contract, a conflict of interest is discovered that the contractor failed to disclose to the contracting officer, the contractor may be excluded from all future procurements under MATOC.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

SECTION L SPECIAL INSTRUCTIONS

LSI.1 NOTICE - CAUTION FOR HANDCARRIES

All visitors to the Aberdeen Area of Aberdeen Proving Ground (APG) must enter through the Route 715 gate. At the APG Visitor Center the visitor will be issued a temporary pass to enter the installation after a check of license, registration and proof of insurance. A 100% inspection of the vehicle will be conducted. Visitors must keep in mind that APG is a military facility and conditions for entrance could change without formal notice.

Unless otherwise specified, the normal working hours on APG for most government employees are based on an 80 hour biweekly cycle allowing for flexible start/end times with a basic coverage of operations from 8:00 AM to 4:00 PM. Working flexible hours which including working over 8 hours per day will allow for a day off, usually the second Friday in a two week period referred to as the "Scheduled Day Off" or "SDO."

Persons handcarrying offers or bids are cautioned to allow sufficient time to cover any possible delays since offers or bids must be delivered to the reception area/lobby of the contracting office located in the Robert Morris Building, Building No. 4118 and received by a Government representative, PRIOR to the designated time and date in order to be accepted.

LSI.2 ARMY CONTRACTING AGENCY EXECUTIVE LEVEL AGENCY PROTEST PROGRAM

(a) This solicitation is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP program is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an ELAP on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP, the ACA ELAP will be dismissed.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such ELAPS are limited to objections to any of the following:

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an "automatic stay" and it mirrors the stay required under a timely post-award protest to the Government Accountability Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c)(a) "Competition in Contract Act (CICA) Stay". However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay "override."

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency's protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

LSI.3 LEGEND OF ACRONYMS AND BREVIETY CODES

<u>ACRONYM</u>	<u>MEANING</u>
FAR	Federal Acquisition Regulation
DFARS	DoD FAR Supplement
CLIN	Contract Line Item Number
SUB-CLIN or SLIN	Contract Subline Item Number
OSHA	Occupational Safety Health Act
FOB	Freight-on-Board
PCO	Procuring Contracting Officer
CFR	Code of Federal Regulations
LSA	Labor Surplus Area
SF	Standard Form
DD or DoD	Department of Defense
NSP	Not Separately Priced

LSI.4 MAGNITUDE OF CONSTRUCTION PROJECT

The magnitude of this construction project is estimated between \$100 Million and \$250 Million.

LSI.5 NOTICE OF WAGE DETERMINATION

Any contract awarded as a result of this solicitation will be subject to Wage Determination Number ** dated **. A copy of the current wage determination is attached to this solicitation.

**** The following attached Service Contract Act (SCA) and Davis-Bacon (DB) Wage Determinations are applicable for this procurement.**

SCA 2005-2247 (Rev 3) 5/29/2007

DB MD070003 2/09/2007

DB MD070039 5/18/2007

DB MD070041 2/09/2007

DB MD070042 5/18/2007

DB MD070054 6/15/2007

WD 05-2247 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

William W.Gross Division of
 Director Wage Determinations

Wage Determination No.: 2005-2247
 Revision No.: 3
 Date Of Revision: 05/29/2007

State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll,
 Harford, Howard

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.62
01090 - Duplicating Machine Operator	12.62
01111 - General Clerk I	12.83
01112 - General Clerk II	14.07
01113 - General Clerk III	16.03
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	9.92
01191 - Order Clerk I	14.69
01192 - Order Clerk II	16.02
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.87
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45
01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	14.76
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.06
01532 - Travel Clerk II	12.06
01533 - Travel Clerk III	13.14
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.88
05010 - Automotive Electrician	18.02
05040 - Automotive Glass Installer	17.37
05070 - Automotive Worker	17.37
05110 - Mobile Equipment Servicer	15.94
05130 - Motor Equipment Metal Mechanic	18.70
05160 - Motor Equipment Metal Worker	17.37

05190 - Motor Vehicle Mechanic	18.70
05220 - Motor Vehicle Mechanic Helper	15.16
05250 - Motor Vehicle Upholstery Worker	16.69
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	17.98
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	13.77
05400 - Transmission Repair Specialist	18.70
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.70
07130 - Food Service Worker	10.25
07210 - Meat Cutter	14.96
07260 - Waiter/Waitress	8.09
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.08
09040 - Furniture Handler	13.42
09080 - Furniture Refinisher	16.08
09090 - Furniture Refinisher Helper	13.77
09110 - Furniture Repairer, Minor	14.93
09130 - Upholsterer	15.95
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.83
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	12.86
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.58
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	20.04
12015 - Certified Physical Therapist Assistant	20.04
12020 - Dental Assistant	15.51
12025 - Dental Hygienist	31.17
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	13.61
12130 - Medical Laboratory Technician	17.00
12160 - Medical Record Clerk	14.81
12190 - Medical Record Technician	16.72
12195 - Medical Transcriptionist	14.81
12210 - Nuclear Medicine Technologist	34.13
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	14.18
12236 - Optical Technician	13.45
12250 - Pharmacy Technician	15.07
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57

13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.88
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	27.65
13041 - Illustrator I	17.88
13042 - Illustrator II	23.33
13043 - Illustrator III	27.65
13047 - Librarian	25.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.02
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.17
13072 - Photographer II	17.18
13073 - Photographer III	21.29
13074 - Photographer IV	22.85
13075 - Photographer V	27.63
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.50
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	19.96
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	36.54
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	30.58
15060 - Educational Technologist	21.30
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	24.30
15090 - Technical Instructor	18.14
15095 - Technical Instructor/Course Developer	22.19
15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.30
16030 - Counter Attendant	8.30
16040 - Dry Cleaner	11.03
16070 - Finisher, Flatwork, Machine	8.30
16090 - Presser, Hand	8.30
16110 - Presser, Machine, Drycleaning	8.30
16130 - Presser, Machine, Shirts	8.30
16160 - Presser, Machine, Wearing Apparel, Laundry	8.30
16190 - Sewing Machine Operator	11.98
16220 - Tailor	12.87
16250 - Washer, Machine	9.23
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.63
19040 - Tool And Die Maker	22.83
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	18.52
21040 - Material Expediter	18.52
21050 - Material Handling Laborer	12.72
21071 - Order Filler	12.50
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.40

21130 - Shipping/Receiving Clerk	14.40
21140 - Store Worker I	13.62
21150 - Stock Clerk	14.77
21210 - Tools And Parts Attendant	16.51
21410 - Warehouse Specialist	16.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.52
23021 - Aircraft Mechanic I	23.35
23022 - Aircraft Mechanic II	24.52
23023 - Aircraft Mechanic III	25.75
23040 - Aircraft Mechanic Helper	18.03
23050 - Aircraft, Painter	19.98
23060 - Aircraft Servicer	19.68
23080 - Aircraft Worker	20.49
23110 - Appliance Mechanic	19.07
23120 - Bicycle Repairer	13.77
23125 - Cable Splicer	25.24
23130 - Carpenter, Maintenance	19.07
23140 - Carpet Layer	18.44
23160 - Electrician, Maintenance	23.40
23181 - Electronics Technician Maintenance I	18.26
23182 - Electronics Technician Maintenance II	20.63
23183 - Electronics Technician Maintenance III	21.40
23260 - Fabric Worker	17.67
23290 - Fire Alarm System Mechanic	19.79
23310 - Fire Extinguisher Repairer	16.87
23311 - Fuel Distribution System Mechanic	20.67
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	16.96
23380 - Ground Support Equipment Mechanic	23.35
23381 - Ground Support Equipment Servicer	19.68
23382 - Ground Support Equipment Worker	20.49
23391 - Gunsmith I	16.87
23392 - Gunsmith II	18.38
23393 - Gunsmith III	19.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.32
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
19.32	
23430 - Heavy Equipment Mechanic	20.02
23440 - Heavy Equipment Operator	20.01
23460 - Instrument Mechanic	19.79
23465 - Laboratory/Shelter Mechanic	19.07
23470 - Laborer	14.27
23510 - Locksmith	18.05
23530 - Machinery Maintenance Mechanic	19.85
23550 - Machinist, Maintenance	18.81
23580 - Maintenance Trades Helper	16.04
23591 - Metrology Technician I	19.79
23592 - Metrology Technician II	20.50
23593 - Metrology Technician III	21.08
23640 - Millwright	20.39
23710 - Office Appliance Repairer	18.51
23760 - Painter, Maintenance	19.07
23790 - Pipefitter, Maintenance	23.34
23810 - Plumber, Maintenance	20.12
23820 - Pneudraulic Systems Mechanic	19.07
23850 - Rigger	19.07
23870 - Scale Mechanic	18.38
23890 - Sheet-Metal Worker, Maintenance	19.07
23910 - Small Engine Mechanic	17.27
23931 - Telecommunications Mechanic I	20.26
23932 - Telecommunications Mechanic II	22.49
23950 - Telephone Lineman	19.43
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	19.79
23970 - Woodcraft Worker	19.79
23980 - Woodworker	16.87
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.52
24580 - Child Care Center Clerk	13.70

24610 - Chore Aide	8.93
24620 - Family Readiness And Support Services Coordinator	11.76
24630 - Homemaker	14.25
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.04
25040 - Sewage Plant Operator	19.43
25070 - Stationary Engineer	22.04
25190 - Ventilation Equipment Tender	15.19
25210 - Water Treatment Plant Operator	19.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.82
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	15.82
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	15.82
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.78
28042 - Carnival Equipment Repairer	10.17
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28510 - Recreation Aide/Health Facility Attendant	10.35
28515 - Recreation Specialist	17.45
28630 - Sports Official	10.30
28690 - Swimming Pool Operator	13.41
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.47
29020 - Hatch Tender	21.47
29030 - Line Handler	21.47
29041 - Stevedore I	20.85
29042 - Stevedore II	22.46
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.61
30022 - Archeological Technician II	20.03
30023 - Archeological Technician III	25.42
30030 - Cartographic Technician	25.42
30040 - Civil Engineering Technician	22.39
30061 - Drafter/CAD Operator I	18.27
30062 - Drafter/CAD Operator II	20.51
30063 - Drafter/CAD Operator III	22.87
30064 - Drafter/CAD Operator IV	25.42
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.06
30090 - Environmental Technician	22.19
30210 - Laboratory Technician	20.27
30240 - Mathematical Technician	23.73
30361 - Paralegal/Legal Assistant I	19.59
30362 - Paralegal/Legal Assistant II	23.55
30363 - Paralegal/Legal Assistant III	28.79
30364 - Paralegal/Legal Assistant IV	34.82
30390 - Photo-Optics Technician	24.87
30461 - Technical Writer I	20.18
30462 - Technical Writer II	24.69
30463 - Technical Writer III	29.87
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00

30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.63
30621 - Weather Observer, Senior (3)	21.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.93
31030 - Bus Driver	15.95
31043 - Driver Courier	13.66
31260 - Parking and Lot Attendant	10.80
31290 - Shuttle Bus Driver	14.37
31310 - Taxi Driver	11.14
31361 - Truckdriver, Light	14.37
31362 - Truckdriver, Medium	15.02
31363 - Truckdriver, Heavy	16.80
31364 - Truckdriver, Tractor-Trailer	16.80
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.48
99095 - Embalmer	22.63
99251 - Laboratory Animal Caretaker I	10.10
99252 - Laboratory Animal Caretaker II	10.62
99310 - Mortician	22.92
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	12.58
99711 - Recycling Specialist	13.56
99730 - Refuse Collector	11.87
99810 - Sales Clerk	10.93
99820 - School Crossing Guard	10.52
99830 - Survey Party Chief	19.93
99831 - Surveying Aide	10.86
99832 - Surveying Technician	16.57
99840 - Vending Machine Attendant	11.92
99841 - Vending Machine Repairer	13.41
99842 - Vending Machine Repairer Helper	11.92

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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: 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 4174)

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 ordinance, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

General Decision Number: MD070003 02/09/2007 MD3

Superseded General Decision Number: MD20030003

State: Maryland

Construction Types: Residential

Counties: Carroll, Frederick, Harford, Howard and Washington Counties in Maryland.

RESIDENTIAL CONSTRUCTION PROJECTS consisting of single family homes and apartments up to and including 4 stories.

Modification Number 0 Publication Date 02/09/2007

SUMD1988-001 12/01/1988

	Rates	Fringes
Bricklayer.....	\$ 15.00	
Carpenter.....	\$ 10.93	.88
Cement Mason.....	\$ 11.76	
Electrician.....	\$ 10.26	
Laborers:		
Landscape Laborers.....	\$ 7.57	
Mason Tenders.....	\$ 7.04	
Unskilled.....	\$ 6.34	
Painter.....	\$ 9.53	.88
Plumber (Excluding HVAC Work).....	\$ 9.94	
Power equipment operators:		
Backhoes.....	\$ 11.10	
Bulldozers.....	\$ 12.00	
Roofers:.....	\$ 9.75	

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

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

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

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
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Wage and Hour Division
U.S. Department of Labor
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Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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END OF GENERAL DECISION

General Decision Number: MD070039 05/18/2007 MD39

Superseded General Decision Number: MD20030039

State: Maryland

Construction Type: Heavy

County: Harford County in Maryland.

HEAVY CONSTRUCTION PROJECTS (Excluding Sewer and Water Lines)

Modification Number	Publication Date
0	02/09/2007
1	05/18/2007

ELEC0024-002 05/29/2005

	Rates	Fringes
Electrician.....	\$ 27.70	11.15+3%

* PLUM0486-003 04/01/2007		

	Rates	Fringes
Pipefitter.....	\$ 32.17	13.71

SUMD1993-010 01/01/1993		

	Rates	Fringes
Carpenter.....	\$ 10.75	.44
Laborers:		
Pipelayers.....	\$ 9.46	.44
Unskilled.....	\$ 8.43	.44
Power equipment operators:		
Backhoes.....	\$ 12.54	.44
Bulldozers.....	\$ 10.00	
Loaders.....	\$ 11.59	.44
Scrapers.....	\$ 9.00	
Truck Driver.....	\$ 9.14	.44

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

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

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END OF GENERAL DECISION

General Decision Number: MD070041 02/09/2007 MD41

Superseded General Decision Number: MD20030041

State: Maryland

Construction Types: Heavy Sewer and Water Line

Counties: Cecil, Harford and Queen Anne's Counties in Maryland.

SEWER AND WATER LINE CONSTRUCTION PROJECTS

Modification Number 0 Publication Date 02/09/2007

SUMD1993-009 01/01/1993

	Rates	Fringes
Laborers:		
Laborers.....	\$ 7.37	
Pipelayers.....	\$ 9.73	1.03
Power equipment operators:		
Backhoes.....	\$ 13.12	2.21
Loaders.....	\$ 11.22	1.28
Truck Driver.....	\$ 8.97	.44

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=====

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END OF GENERAL DECISION

General Decision Number: MD070042 05/18/2007 MD42

Superseded General Decision Number: MD20030042

State: Maryland

Construction Type: Building

County: Harford County in Maryland.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007
1	05/11/2007
2	05/18/2007

ASBE0024-001 10/01/2006

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.13	13.13

ASBE0024-002 10/01/2006

	Rates	Fringes
Hazardous Material Handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 18.00	6.45

ASBE0024-005 10/01/2006

	Rates	Fringes
Fire Stop Technician Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of		

penetrating items and
blank openings.....\$ 22.00 6.24

BOIL0193-001 10/01/2006

	Rates	Fringes
BOILERMAKER.....	\$ 32.06	16.46

ELEV0007-002 01/01/2006

	Rates	Fringes
Elevator Mechanic.....	\$ 33.405	13.265+a+b

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

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years of service or more; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* ENGI0037-003 04/01/2007

	Rates	Fringes
Power equipment operators: Cranes.....	\$ 24.99	10.60+a

* ON WORK INVOLVING THE REMOVAL OR CLEANUP OF ASBESTOS, TOXIC WASTE OR OTHER HAZARDOUS MATERIALS, EMPLOYEES SHALL RECEIVE 10% MORE THAN THE GROUP 1 WAGE RATE.

PREMIUM PAY: On long boom cranes, including jibs the operator shall receive the following additional pay:

- 130' to 169' - \$0.40 per hour
- 170' to 209' - \$0.60 per hour
- 210' to 249' - \$0.80 per hour
- 250' to 299' - \$1.00 per hour
- 300' and over - \$1.25 per hour

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

* PLUM0486-004 04/01/2007

	Rates	Fringes
Pipefitter/steamfitter Including installation of HVAC equipment.....	\$ 32.17	13.71
Tool & Material Handler (Pipefitters/Steamfitters) Includes knocking out sleeves; Distribution of tools and materials; Loading and unloading trucks; Erection and dismantling of scaffolding; General clean up; Core drilling of holes (no layout for same); Running all errands, such as for coffee or water, pickup and delivery; Power rigging will not be allowed.	\$ 9.00	0.35

SHEE0100-010 07/08/2006

	Rates	Fringes
Sheet Metal Worker (Duct Work Only).....	\$ 25.88	11.66

 SUMD1993-004 09/08/1993

	Rates	Fringes
Bricklayer.....	\$ 15.88	1.00
Carpenter (Excluding Drywall Hanging and Metal Stud Installation).....	\$ 13.16	2.50
Cement Finisher.....	\$ 11.63	1.84
Drywall Finisher.....	\$ 12.45	.78
Drywall Hanger & Metal Stud Installer.....	\$ 12.50	.05
Electrician.....	\$ 16.79	6.75
Glazier.....	\$ 12.28	
Ironworker, Structural.....	\$ 12.67	3.19
Laborers:		
Asphalt Rakers.....	\$ 7.95	2.26
Landscape.....	\$ 7.15	.24
Mason Tenders, Brick.....	\$ 9.77	
Pipelayers.....	\$ 9.25	.94
Unskilled.....	\$ 8.46	1.33
Painter, Brush and Roller (Excluding Drywall Finishing)....	\$ 12.47	
Plumber (Excluding HVAC).....	\$ 13.49	1.74
Power equipment operators:		
Asphalt Paver.....	\$ 11.25	
Backhoes.....	\$ 13.14	2.16
Bulldozers.....	\$ 13.41	
Loaders.....	\$ 12.87	1.73
Rollers.....	\$ 10.46	2.26
Scrapers.....	\$ 10.92	
Screed.....	\$ 9.50	2.94
Roofer (including Built Up, Composition and Single Ply).....	\$ 11.14	
Sheet Metal Worker (All Other Work).....	\$ 11.72	5.55
Truck Driver.....	\$ 9.28	1.08

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END OF GENERAL DECISION

General Decision Number: MD070054 06/15/2007 MD54

Superseded General Decision Number: MD20030054

State: Maryland

Construction Type: Highway

County: Harford County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, building structures in rest area projects and railroad construction; bascule, suspension and spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges)

Modification Number	Publication Date
0	02/09/2007
1	06/15/2007

* IRON0016-007 04/01/2007

	Rates	Fringes
Ironworker, Structural.....	\$ 26.23	13.64

 SUMD1995-005 08/03/1995

	Rates	Fringes
Carpenter.....	\$ 11.75	
Cement Finisher.....	\$ 11.00	
Ironworker, Reinforcing.....	\$ 13.21	.95
Laborers:		
Asphalt Rakers.....	\$ 8.03	.94
Form Setters.....	\$ 9.87	1.15
Guardrail Installers.....	\$ 8.09	.85
Landscaping.....	\$ 6.52	1.15
Pipelayers.....	\$ 8.63	1.45
Unskilled.....	\$ 7.82	1.06
Power equipment operators:		
Asphalt Distributors.....	\$ 8.97	.94
Backhoes.....	\$ 11.33	1.10
Bulldozers.....	\$ 10.06	.86
Cranes.....	\$ 14.56	
Gradalls.....	\$ 14.00	.94
Graders.....	\$ 13.64	3.00
Loaders.....	\$ 10.53	1.35
Mechanics.....	\$ 14.50	.95
Milling Machines.....	\$ 10.82	.94
Pavers, Asphalt.....	\$ 11.69	.94
Piledrivers.....	\$ 16.31	3.43
Rollers.....	\$ 9.67	1.25
Screeds.....	\$ 10.40	.94
Slip Form Machines.....	\$ 11.25	
Truck Driver, Dump.....	\$ 9.48	.94

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END OF GENERAL DECISION

(End of Summary of Changes)